AMENDMENT OF SOLICITATIO	MODIFICATION OF C	ONTRACT	ואורי ו	RACT ID CODE	= ¹	AGE UF	PAGES
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 4	. REQUISITION/PURCH	ASE REQ. N	O. 5	5. PROJECT NO). (If appli	cable)
ISSUED BY CODE	:D†	RADIFICULATERIX	YMG than	Item 6)	CODE		····
Directorate of Contracting Post Office Box 140 Fort Leonad Wood, Missouri 65473-0140	99	JUL 23 PM 3	3:21			•	÷
POC: Darlene Pemberton (573) 596-0248			1/1/04		T OF COLICITA	TION NO	Name of the last o
B. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP Code)		(V) 9F	A. AMENDMEN	1 OF SOLICITE	ATION NO	•
Sho-Me Power Electric Cooperative 310 West Jackson			91	B. DATED (SEE	E ITEM 11)		\$
Marshfield, Missouri 65706					······································		
			10	DA. MODIFICAT NO.	TION OF CONT	racts/0	RDER
			XD	ABT31-89-	C-0030		
			' '	OB. DATED (SI	EE ITEM 13)		
CODE	FACILITY CODE			2 June 1989			
11. THIS IT	TEM ONLY APPLIES TO A	MENDMENTS OF	SOLICIT	ATIONS			
The above numbered solicitation is amended as se	at forth in Item 14. The hour and	date specified for recei	ipt of Offers	is ext	tended, 🔲 is	s not ex-	
tended.							
Offers must acknowledge receipt of this amendment pr							
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which it	copies of the amendment	etian and amandment r	umhare FA	HUBBE OF YOU	IR ACKNOWLE	of the offe DG-	ır
MENT TO BE RECEIVED AT THE PLACE DESIGNATED	FOR THE RECEIPT OF OFFERS	n offer already submitte	ed such cha	nge may he m	ade by telegrar	n or	•
MENT TO BE RECEIVED AT THE PLACE DESIGNATED IN REJECTION OF YOUR OFFER. If by virtue of this am letter, provided each telegram or letter makes reference						fied.	
12. ACCOUNTING AND APPROPRIATION DATA (If rec. N/A							
13. THIS ITEM	APPLIES ONLY TO MOD	IFICATIONS OF C	ONTRAC	TS/ORDERS	3,		
IT MODIFIE	S THE CONTRACT/ORD	ER NO. AS DESCF	RIBED IN I	TEM 14.			1
(/) A. THIS CHANGE ORDER IS ISSUED PURSUANT TRACT ORDER NO. IN ITEM 10A.	•			•			
B. THE ABOVE NUMBERED CONTRACT/ORDER appropriation date, etc.) SET FORTH IN ITEM 1	14, PURSUANT TO THE AUTHOR	HIT OF FAR 43. 103(b)	/•				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	RED INTO PURSUANT TO AUTH	ORITY OF: FAR 43 Paragra	3.103(a)(3 aphs 1, 2,	3) and Page and 3	3-5, Genera	al Provis	ions,
D. OTHER (Specify type of modification and authority	<i>i</i>)						
E. IMPORTANT: Contractor is not,	is required to sign				opies to the	issuing	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION The above cited contract for Electric Service	(Organized by UCF section heading. ces at Fort Leonad Wood,	s, including solicitation/co Missouri is hereb	<i>ntract subjec</i> y modifie	t matter where fe d as follows	easible.)		
1. The Accounting and Appropriation Data	a Funds Cites for services	received and paid	during F	iscal Year 1	.999 shall be	e as foll	ows:
2192020 57-1090 325779.J3000 233B S 2197025 57-1090 193030.00000 233B S 2197025 57-1090 193010.00000 233B S 2197025 57-1090 193010.00000 233B S	S23037 Y935 S23037 Y936						
2. Page No. 35k (Page 3 of this modification peak basis) is incorporated into and made a	ion), Sho-Me Power 36 Mapart of the contract.	Ionth Average Bill	ing Dema	ınd Analysis	s (computed	on a co	incidenta
Except as provided herein, all terms and conditions of	the document referenced in Iter	n 9A or 10A, as hereto	fore change	d, remains unc	hanged and in	full force	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TIT	LE OF CON	TRACTING OF	FICER (Type or	print)	
	. 1	VALERIE A. LI					
JOHN K. DAVIS, GEWERAL	MANAGER						
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATE	S OF AMER	ICA.	11.	16C. D	ATE SIGN
John W Javis	7/12/99	BY Valle	w u		sur	20	Jul.
(Signature of person authorized to sign)	1112/99	(Si	-	Contracting Offi		/	\mathcal{F}
NO. 17540 01 152 9070	30-	105-02	STAI	NDARD FORM	של ותבע. וט-ט	31 (USAPPC V

NSN-7540-01-152-8070 PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

Modification No. P00012 to Contract No.: DABT31-89-C-0030

Page 2 of 3

3. Effective for calendar year January 1, 1999, through December 31, 1999, the Average Billing Demand shall be increased by 50 Kilowatt Demand Hours (KWD) from 29,977 KWD to 30,027 KWD. As a result, the minimum monthly demand charge is increased by \$309.22 from \$185,407.77 to \$185,716.99. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.

All other terms and conditions of the contract and modifications thereto remain unchanged.

		Ft. Leonard W	ood	
Sho-Me Pow	ver :	Peak		
36 Month Averag	e Billing		Period	
Demand Ana	lysis		·	
		30,027		
	Effective			
3/86 36 month avg	Jan-87	24,911		
3/87 36 month avg	Jan-88	26,289	5.53%	
3/88 36 month avg	Jan-89	28,439	8.18%	
3/89 36 month avg	Jan-90	29,661	4.30%	
3/90 36 month avg	Jan-91	30,044	1.29%	
8/91 36 month avg	Jan-92	30,617	1.90%	
3/92 36 month avg	Jan-93	30,868	0.82%	
3/93 36 month avg	Jan-94	30,945	0.25%	
8/94 36 month avg	Jan-95	30,524	-1.36%	
8/95 36 month avg	Jan-96	30,404	-0.39%	
8/96 36 month avg	Jan-97	30,337	-0.22%	
8/97 36 month avg	Jan-98	29,977	-1.19%	
8/98 36 month avg	Jan-99	30,027	0.17%	
3/70 00 MOMENT 4-15				
	Aug-98	30,781	Jul-98	
	Jul-98	30,781	Jul-98	
	Jun-98	30,015	Jul-97	
	May-98	30,015	Jul-97	
	Apr-98	30,015	Jul-97	
	Mar-98	30,015	Jul-97	
	Feb-98	30,015	Jul-97	
	Jan-98	30,015	Jul-97	
	Dec-97	30,015	Jul-97	
· · · · · · · · · · · · · · · · · · ·	Nov-97	30,015	Jul-97	
	Oct-97	30,015	Jul-97	
	Sep-97	30,015	Jul-97	
	Aug-97	30,015	Jul-97	
	Jul-97	30,015	Jul-97	
	Jun-97	29,866	Jul-96	
	May-97	29,866	Jul-96	
	Apr-97	29,866	Jul-96	
	Mar-97	29,866	Jul-96	
	Feb-97	29,866	Jul-90	
***	Jan-97	29,866	Jul-90	
	Dec-96	29,866	Jul-90	
	Nov-96	29,866	Jul-9	
	Oct-96	29,866	Jul-9	
	Sep-96	29,866	Jul-9	
	Aug-96	29,866	Jul-9	
	Jul-96	30,064	Aug-9	
	Jun-96	30,064	Aug-9	
	May-96	30,064	Aug-9	
	Apr-96	30,064	Aug-9	
	Mar-96	30,064	Aug-9	
	Feb-96	30,064	Aug-9	
	Jan-96	30,064	Aug-9	
	Dec-95	30,064	Aug-9	
		30,064	Aug-9	
	Nov-95		Aug-5	
	Oct-95	30,064	Aug-9	
	Sep-95	30,064	Aug-9	

AND THE OF COLLOTAR	I/MODIFICATION OF	CONTRACT	CO	NTRACT ID CO	DE	PAGE	OF PAGES
, MINITED III			J Pro	NO	5 PPO ISCT I	1 1	applicable)
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 05 JUN 98	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)					ppucuoiej
6. ISSUED BY CODE		7. ADMINISTERED BY (If	other th	an Item 6)	CODE	:L	
Directorate of Contracting Post Office Box 140 Fort Leonard Wood, Missouri 65473							
POC: Darlene Pemberton (573)596-0248			1. 7.		NT 05 00 101	T A TION	NO
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)		(V)	9A. AMENDME	NI OF SOLICI	IATION	NO.
Sho-Me Power Electric Cooperative 310 West Jackson				9B. DATED (SI	EE ITEM 11)		
Marshfield, Missouri 65706				10A. MODIFICA		NTRACT	S/ORDER
			X	DABT31-89			
	FACILITY CODE		-	12 June 198	•		
CODE 11. THIS IT	EM ONLY APPLIES TO	AMENDMENTS OF S	SOLIC	ITATIONS			
The above numbered solicitation is amended as se					xtended,	is not e	×-
tended. Offers must acknowledge receipt of this amendment pr	ior to the hour and date speci	fied in the solicitation or as	amende	ed, by one of the	following me	thods:	
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which in MENT TO BE RECEIVED AT THE PLACE DESIGNATED IN REJECTION OF YOUR OFFER. If by virtue of this am letter, provided each telegram or letter makes reference	copies of the amendme ncludes a reference to the soli FOR THE RECEIPT OF OFFER	ent; (b) By acknowledging re icitation and amendment nu S PRIOR TO THE HOUR AN	ceipt of mbers. D DATE	this amendmen FAILURE OF YO SPECIFIED MA	t on each copy UR ACKNOW! Y RESULT	y of the EDG-	offer
12. ACCOUNTING AND APPROPRIATION DATA (If rec N/A							
13 THIS ITEM	APPLIES ONLY TO MO S THE CONTRACT/OR	DIFICATIONS OF CO	NTRA BED II	CTS/ORDER	RS,		
(V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TRACT ORDER NO. IN ITEM 10A.					HE CON-		
B. THE ABOVE NUMBERED CONTRACT/ORDER appropriation date, etc.) SET FORTH IN ITEM 1	4, PURSUANT TO THE AUTI	10/1/11 01 1/4/140:100(5).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	ED INTO PURSUANT TO AUT	THORITY OF: FAR 43. Paragrap	103(a) hs 1,)(3) and Page 2, and 3	3-5, Gene	ral Pro	visions,
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not,	is required to sig	gn this document and	retur	n0	copies to th	e issu	ing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION The above cited contract for Electric Service	Organized by UCF section headi ce at Fort Leonard Woo	ings, including solicitation/cont od, Missouri is hereby	ract sub modit	ject matter where fied as follow	feasible.) VS:		
1. The Contractor's company name is charthe Contractor's conversion to a cooperative replaced with the attached Revised Page 33 Cooperative. Such tariff amounts remain to	e form of ownership. Go in order to reflect the suchanged. Page 34 wi	authorization of the tail	riff as	adopted und	er Sho-Me	Power	Electric
2. The Accounting and Appropriation Datupdated as follows:	a Fund Cites for service	es received and paid d	uring	Fiscal Years	1996, 1997	, and	1998 are
Except as provided herein, all terms and conditions of and effect.	the document referenced in I						ce
15A. NAME AND TITLE OF SIGNER (Type or print) John K. Davis, General Manager		16A. NAME AND TITLI PAULETTE BLO		JN I NAC IING U	i Floen (19pe i	л рій ц)	
16B. CONTRACTOR/OFFEROB	15C. DATE SIGN	Tarde	We	SXDE	och	16	26 19
(Signature of person authorized to sign)	6/15/98	(Sign		f Contracting O			/-/
			- 5	IANDAKU FUKN	// JU (NEV. 10-	·031 `	LICADOC

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105-02

Prescribed by GSA FAR (48 CFR) 53.243

Modification No. P00011 to Contract No. DABT31-89-C-0030 Page 2 of 8

- a. FY 1996 2162020 57-1090 325779.J3000 2333 S23037 DJEE 2167025 57-1090 193010.00000 2333 S23037 Y935 2167025 57-1090 193010.00000 2333 S23037 Y936 2167025 57-1090 193010.00000 2333 S23037 Y937
- b. FY 1997 2172020 57-1090 325779.J32000 2333 S23037 DJEE 2177025 57-1090 193030.00000 2333 S23037 Y935 2177025 57-1090 193010.00000 2333 S23037 Y936 2177025 57-1090 193010.00000 2333 S23037 Y937
- c. FY 1998 2182020 57-1090 325779.J3000 233B S23037 DJEE 2187025 57-1090 193030.00000 233B S23037 Y935 2187025 57-1090 193010.00000 233B S23037 Y936 2187025 57-1090 193010.00000 233B S23037 Y937
- 3. Page Nos. 35G, 35h, and 35j (Pages 6, 7, and 8 of this modification), Sho-Me Power 6-Month Average Billing Demand Analysis for 1996, 1997, and 1998 (computed on a coincidental peak basis) are incorporated into and made a part of the contract.
- 4. The Average Billing Demand for Calendar Years 1996, 1997, and 1998 are updated as follows:
 - a. Calendar Year 1996 The Average Billing Demand shall be decreased by 120 Kilowatt Demand Hours (KWD) from 30,524 KWD to 30,404 KWD. As a result, the minimum monthly demand charge is decreased by \$742.20 from \$188,790.96 to \$188,048.76. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
 - b. Calendar Year 1997 The Average Billing Demand shall be decreased by 67 KWD 30,404 KWD to 30,337 KWD. As a result, the minimum monthly demand charge is decreased by \$414.39 from \$188,048.765 to \$187,634.37. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
 - c. Calendar Year 1998 The Average Billing Demand shall be decreased by 360 KWD from 30,337 DWD to 29,977 KWD. As a result, the minimum monthly demand charge is decreased by \$2,226.60 from \$187,634.37 to \$185,407.77. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.

Modification No. P00011 to Contract No. DABT31-89-C-0030 Page 3 of 8

- 5. As a result of completion of installation of contractor-owned equipment at Substation #5, the following changes are made to the contract:
 - a. On Page 30, at paragraph 28.(b), beginning on the first line, the following is deleted:

"Unless purchased by the Government under the provisions of paragraph (e) of this provision,".

Accordingly, the remaining sentence shall begin with "The."

b. On Page 30, at paragraph 28(e), 4th line, the following is added between the words "capacity" and "for":

"at the monthly demand rate"

- c. On Page 30, at paragraph 28(e), last line, the term "45,000 KW" is changed to and shall read "60,000 KVA."
- d. On Page 31, at paragraph 4, Description of Electric Service, at the third and fourth lines, the term "45,000 KVA" is changed to and shall read "60,000 KVA and "63,000 KVA" is changed to and shall read "78,000 KVA."
- e. The following changes are made to Attachment 2, Pages 38 and 39:
 - (1) All references to "three substations, identified as Fort Leonard Wood #1, #2, and #3" are changed to "four substations, identified as Fort Leonard Wood #1, #2, #3 and #5.
 - (2) The last paragraph on Page 39 is deleted.
- f. The following is added to Page 42 of Attachment 3:

"Fort Leonard Wood #5 Substation

TRANSFORMERS:

Two (2) 69/25/13.2 kV Units, both rated at 7,500 KVA

HIGH-SIDE EQUIPMENT:

1 Lot of Steel Framework, Support Stands and Pedestals Two 69 kV Circuit Switchers Three 69 kV Airbreak Switches

Modification No. P00011 to Contract No. DABT31-89-C-0030 Page 4 of 8

LOW-SIDE EQUIPMENT:

One 25 kV Low Voltage Main Breaker Eighteen Hook Disconnect Switches

NON-SPECIFIC EQUIPMENT:

- 1 Control Building
- 1 Lot of Metering Equipment
- 1 Lot of Communications Equipment
- 1 Lot of Station Grounding
- 1 Lot of Station Cabling and Conduit
- 1 Lot of Station Footings and Pads"

All other terms and conditions of the contract and modifications thereto remain unchanged.

SHO-ME POWER ELECTRIC COOPERATIVE

For Entire Service Area

REVISED PAGE 33

FORT LEONARD WOOD SERVICE TARIFF

AVAILABILITY:

Available to the Department of Defense, under Contract/Order No. DABT31-89-C-0030.

CHARACTER OF SERVICE:

Delivery voltage shall be at the primary transmission voltage of the Cooperative if the delivery point (substation) is supplied by the customer, or at the primary distribution voltage of the customer if the substation is supplied by the Cooperative.

MONTHLY RATES:

Energy Charge:

\$0.025 for all Kwh

Demand Charge:

\$6.185 per KW of average billing demand

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined by means of suitable instruments and shall be the highest thirty (30) minute interval demand established during that billing month or the eleven (11) months preceding that month.

DETERMINATION OF AVERAGE BILLING DEMAND:

Following the completion of August Billing Demand calculations, the average of the previous 36 monthly billing demands will be determined. This average billing demand will be utilized for the entire following calendar year. Each August a new average billing demand will be computed, to be applied the following January through December.

PRIMARY SERVICE DISCOUNT:

If service is supplied at the primary transmission voltage of the Cooperative, a discount may apply to the stated rate.

COORDINATION OF OTHER RATES:

If incentive, interruptible or seasonal rates are later adopted for either a contracted portion, or all service to Fort Leonard Wood, all costs related to such arrangements will be submitted under a combined invoice to Fort Leonard Wood for payment under the Contract first above mentioned.

DATE OF ISSUE - March 3, 1993

DATE EFFECTIVE - March 3, 1993

APPROVED BY: BOARD OF DIRECTORS, Sho-Me Power Electric Cooperative, Marshfield, Missouri

ification No. P00011 to Contract No. DABT31-89-C-0030 Page 6 of 8

Ft. Leonard Wood

		rt. Leonard	W OOd
Sho-Me Power	•		Peak
36 Month Average I	Billing		Period
Demand Analys	_		
· ·		30,404	
	Effective		
8/86 36 month avg	Jan-87	24,911	
8/87 36 month avg	Jan-88	26,289	5.53%
8/88 36 month avg	Jan-89	28,439	8.18%
8/89 36 month avg	Jan-90	29,661	4.30%
8/90 36 month avg	Jan-91	30,044	1.29%
8/91 36 month avg	Jan-92	30,617	1.90%
8/92 36 month avg	Jan-93	30,868	0.82%
8/93 36 month avg	Jan-94	30,945	0.25%
8/94 36 month avg	Jan-95	30,524	-1.36%
8/94 36 month avg	Jan-96	30,404	-0.39%
0/94 30 month avg	oun 50	50,701	0.55 /0
•	Aug-95	30,064	Aug-95
	Jul-95	29,883	Jul-95
	Jun-95 Jun-95	29,998	Jul-94
	May-95	29,998	Jul-94
	•	29,998	Jul-94 Jul-94
	Apr-95 Mar-95	29,998	Jul-94 Jul-94
	Feb-95	29,998	Jul-94 Jul-94
		29,998	Jul-94 Jul-94
	Jan-95	-	Jul-94 Jul-94
	Dec-94	29,998	Jul-94 Jul-94
	Nov-94	29,998 29,998	Jul-94 Jul-94
	Oct-94	29,998	Jul-94 Jul-94
	Sep-94 Aug-94	29,998 29,998	Jul-94 Jul-94
	Jul-94	31,059	Aug-93
	Jun-94 Jun-94	31,059	Aug-93
	May-94	31,059	Aug-93
	•	31,059	
	Apr-94 Mar-94	31,059	Aug-93 Aug-93
	Feb-94	31,059	Aug-93
	Jan-94	31,059	Aug-93
	Dec-93	31,059	Aug-93
	Nov-93	31,059	Aug-93
	Oct-93	31,059	Aug-93
	Sep-93	31,059	Aug-93
	Aug-93	31,059	Aug-93
	Jul-93	30,541	Jul-93
	Jun-93	30,136	Aug-92
	May-93	30,136	Aug-92
	Apr-93	30,136	Aug-92
	Mar-93	30,136	Aug-92
	Feb-93	30,136	Aug-92
	Jan-93	30,136	Aug-92
	Dec-92	30,136	Aug-92
	Nov-92	30,136	Aug-92
	Oct-92	30,136	Aug-92
	Sep-92	30,136	Aug-92
	oop 72	50,150	

		Ft. Leonard	and the second of the second o
Sho-Me Po	wer		Peak
36 Month Avera			Period
Demand An			20.00
		30,337	
	Effective		
8/86 36 month avg	Jan-87	24,911	
8/87 36 month avg	- Jan-88	26,289	5.53%
8/88 36 month avg	Jan-89	28,439	8.18%
8/89 36 month avg	Jan-90	29,661	4.30%
8/90 36 month avg	Jan-91	30,044	1.29%
8/91 36 month avg	Jan-92	30,617	1.90%
8/92 36 month avg	Jan-93	30,868	0.82%
8/93 36 month avg	Jan-94	30,945	0.25%
8/94 36 month avg	Jan-95	30,524	-1.36%
8/95 36 month avg	Jan-96	30,404	-0.39%
8/96 36 month avg	Jan-97	30,337	-0.22%
0,70 50 11011111 415			
	Aug-96	29,866	Jul-96
	Jul-96	30,064	Aug-95
	Jun-96	30,064	Aug-95
	May-96	30,064	Aug-95
	Apr-96	30,064	Aug-95
	Mar-96	30,064	Aug-95
	Feb-96	30,064	Aug-95
	Jan-96	30,064	Aug-95
	Dec-95	30,064	Aug-95
	Nov-95	30,064	Aug-95
	Oct-95	30,064	Aug-95
	Sep-95	30,064	Aug-95
	Aug-95	30,064	Aug-95
	Jul-95	29,883	Jul-95
	Jun-95	29,998	Jul-94
	May-95	29,998	Jul-94
	Apr-95	29,998	Jul-94
	Mar-95	29,998	Jul-94
	Feb-95	29,998	Jul-94
	Jan-95	29,998	Jul-94
	Dec-94	29,998	Jul-94
	Nov-94	29,998	Jul-94
	Oct-94	29,998	Jul-94
	Sep-94	29,998	Jul-94
	Aug-94	29,998	Jul-94
	Jul-94	31,059	Aug-93
	Jun-94	31,059	Aug-93
	May-94	31,059	Aug-93
	Apr-94	31,059	Aug-93
	Mar-94	31,059	Aug-93
	Feb-94	31,059	Aug-93
	Jan-94	31,059	Aug-93
	Dec-93	31,059	Aug-93
	Nov-93	31,059	Aug-93
	Oct-93	31,059	Aug-93
	Sep-93	31,059	Aug-93

PAGE 35j

*, * * * * *

		Ft. Leonard \	Vood
Sho-Me Pow	BF		Peak
36 Month Average			Period
Demand Anal			
		29,977	
<u> </u>	Effective		
1/86 36 month avg	Jan-87	24,911	
1/87 36 month avg	Jan-88	26,289	5.53%
7/88 36 month avg	Jan-89	28,439	8.18%
3/89 36 month avg	Jan-90	29,661	4.30%
3/90 36 month avg	Jan-91	30,044	1.29%
3/91 36 month avg	Jan-92	30,617	1.90%
3/92 36 month avg	Jan-93	30,868	0.82%
3/93 36 month avg	Jan-94	30,945	0.25%
8/94 36 month avg	Jan-95	30,524	-1.36%
8/95 36 month avg	Jan-96	30,404	-0.39%
8/96 36 month avg	Jan-97	30,337	-0.22%
8/97 36 month avg	Jan-98	29,977	-1.19%
0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			·
	Aug-97	30,015	Jul-97
	Jul-97	30,015	Jul-97
	Jun-97	29,866	Jul-96
	May-97	29,866	Jul-96
	Apr-97	29,866	Jul-96
	Mar-97	29,866	Jul-96
<u> </u>	Feb-97	29,866	Jul-96
	Jan-97	29,866	Jul-96
	Dec-96	29,866	Jul-96
	Nov-96	29,866	Jul-96
	Oct-96	29,866	Jul-96
<u> </u>	Sep-96	29,866	Jul-96
	Aug-96	29,866	Jul-96
i	Jul-96	30,064	Aug-95
	Jun-96	30,064	Aug-95
 i	May-96	30,064	Aug-95
	Apr-96	30,064	Aug-95
	Mar-96	30,064	Aug-95
	Feb-96	30,064	Aug-95
	Jan-96	30,064	Aug-95
	Dec-95	30,064	Aug-95
	Nov-95	30,064	Aug-95
	Oct-95	30,064	Aug-95
	Sep-95	30,064	Aug-95
	Aug-95	30,064	Aug-95
	Jul-95	29,883	Jul-9
	Jun-95	29,998	Jul-94
	May-95	29,998	Jul-96
	Apr-95	29,998	Jul-9
	Mar-95	29,998	Jul-9
	Feb-95	29,998	Jul-9
	Jan-95	29,998	Jul-9
and the state of t	Dec-94	29,998	Jul-9
<u> </u>	Nov-94	29,998	Jul-9
	Oct-94	29,998	Jul-9
The same and the s	Sep-94	29,998	Jul-9

AMENDMENT OF SOLICITATION	N/MODIFICATION C	OF CONTRACT	. 30	NTRACT ID CO	DE	PAGE	OF PAGES
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 6 JUN 97	4. REQUISITION/PURCHA	SE REQ	E REQ. NO. 5. PROJECT N			pplicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If a	other than	n Itam 61			
DIRECOTRATE OF CONTRACTING P.O. BOX 140 FORT LEONARD WOOD, MO 65473-0 POC: DARLENE PEMBERTON (573)59	140 96-0248		oner train	itiem oj	CODE	<u> </u>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, of	county. State and ZIP Code)		100				
SHO-ME POWER CORPORATION 310 WEST JOACKSON MARSHFIELD, MO 65706	,,		9	B. DATED (SEE	TITEM 11)		
			×	OA. MODIFICATINO. DABT31-8	89-C-0030	TRACTS/	ORDER
CODE	FACILITY CODE		1 1	OB. DATED (SE	EITEM 13)		
		AMENDMENTS OF SC	DLICIT	89 JUN 12			
The above numbered solicitation is amended as set for tended.				is exte	ended, i	s not ex-	
Offers must acknowledge receipt of this amendment prior to	the hour and date specified i	in the solicitation or as amende	d by one	a of the following			
(a) By completing items 8 and 15, and returning submitted; or (c) By separate letter or telegram which include MENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR IN REJECTION OF YOUR OFFER. If by virtue of this amend letter, provided each telegram or letter makes reference to the 12. ACCOUNTING AND APPROPRIATION DATA (If require	copies of the amendmen es a reference to the solicitat OR THE RECEIPT OF OFFE Iment you desire to change a se solicitation and this amend	t; (b) By acknowledging receipt ion and amendment numbers. I	of this a	mendment on e	ach copy of the	e offer	
N/A	•			-			
11 MODIFIES	THE CONTRACT/ORD	DIFICATIONS OF CONT DER NO. AS DESCRIBE	ו או סד	TFM 14	•		
(V) A. THIS CHANGE ORDER IS ISSUED PURSUANT T TRACT ORDER NO. IN ITEM 10A.	O: (Specify authority) THE C	HANGES SET FORTH IN ITEN	14 ARI	E MADE IN THE	CON-		
B. THE ABOVE NUMBERED CONTRACT/ORDER IS appropriation date, etc.) SET FORTH IN ITEM 14, P	MODIFIED TO REFLECT TO URSUANT TO THE AUTHO	HE ADMINISTRATIVE CHANGI PRITY OF FAR 43.103(b).	ES (suci	h as changes in po	aying office,		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED							
D. OTHER (Specify type of modification and authority)					·		
E IMPORTANT. O						· w	
E. IMPORTANT: Contractor X is not,	is required to sign	this document and retur	rn	copi	ies to the is	suing o	ffice.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization of Amendment)							
The above cited contract for Electric Utility Se							
 As a result of consolidation of the Defense I performed/supplies provided under this contract 	rinance and Accounting twill be made from a	ng Service (DFAS) Offic centralized Operating I	ces, all	l payments fon (OPLOC)	or services effective 2	3 June	1997.
2. Accordingly, delete the statement "Paymen MO 65473-5000" and replace with "Payments 4700 Mow Way Road, Dept 1791, Fort Sill, O	ts will be made by Fi		.				
3. The Contractor shall continue sending invoi	ices to the Directorate	of Public Works at mor	nthly	intervals.			
except as provided herein, all terms and conditions of the document					d in full force		
5A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO				ıt)	
		PAULETTE BLO	CH				
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AM	IERICA	20	, 1	IGC. DATE	SIGNED
(Signature of person authorized to sign)			of Contr	acting Officer)		06/1	6/97
SN 7540-01-152-8070	30-10			RD FORM 30 (R	EV. 10-83)	/	

Prescribed by GSA FAR (48 CFR) 53.243

USAPPC V1.00

SF 30 CONTINUATION SHEET

4. Questions pertaining to invoice payment inquiries shall be directed to the Customer Service Department, telephone (405)442-0184/0301 and facsimile number (405)442-7668/7385.

All other terms and conditions of the contract and modifications made thereto remain unchanged.

	MODIFICATION	OF CONTRACT	Ē	NTRACT ID	CODE	PAGE	OF PA	GCS.
AMENDMENT OF SOLICITATIC				į.	T			gamen a gamen
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 96 JAN 30	4. REQUISITION/PURC			5. PROJEC	1 NO. (17	арриса	
6. ISSUED BY CODE		7. ADMINISTERED BY	1.0		CODE	:		
DIRECTORATE OF CONTRACTING POST OFFICE BOX 140 FORT LEONARD WOOD, MO 65473		96 FEB	-2	AM 10: 30				
POC: DARLENE PEMBERTON (573)) 596-0248							
8. NAME AND ADDRESS OF CONTRACTOR (N	o., street, county, State and	ZIP Code)	(﴿)	9A. AMENDN	ENT OF SC	LICITAT	ION NO	5.
SHO-ME POWER CORPORATION				9B. DATED (SEE ITEM 1	1)		
310 WEST JACKSON				10A, MODIF	CATION OF	CONTR	ACT/01	POFP
MARSHFIELD, MO 65706				NO.	CATION	CONTIN	701/01	(001)
, , , , , , , , , , , , , , , , , , , ,			X	DABT31-	89-C-003	30		
				10B. DATED	(SEE ITEM	13)		
CODE	FACILITY CODE		1	89 JUN	12			
	EM ONLY APPLIES TO	AMENDMENTS OF S	OLIC	ITATIONS				
					is exten	ded [] is no	ot ex-
The above numbered solicitation is amended tended.	as set forth in Item 14. The	modifiand date specified for	1666	JUN OTHERS	is exteri	dea, L		0 C O/A
Offers must acknowledge receipt of this amendme	nt prior to the hour and dat	te specified in the solicitation	on or a	s amended, by	one of the f	ollowing r	method	s:
	copies of the amen	dment: (h) By acknowledg	ina rea	reint of this ar	nendment or	n each cop	v of the	e offer
submitted; or (c) By separate letter or telegram v MENT TO BE RECEIVED AT THE PLACE DESI								
The second of Mount of the state of	af this amondment you do	cire to change an otter aires	112 V.DE	nmittea such	coange may	oe made d	v teleur	rain or
letter, provided each telegram or letter makes refe	rence to the solicitation and	I this amendment, and is rec	ceived	prior to the o	pening hour	and date s	pecified	J.
12. ACCOUNTING AND APPROPRIATION DAT	A (If required)							
N/A		<u> </u>						
13. THIS ITEM	APPLIES ONLY TO MO	DIFICATIONS OF COM	NTRA	CTS/ORDE	RS,			
IT MODIFIE	S THE CONTRACT/OF	OLA NO. AS DESCRIE	T FOR	NIIEWI4.	14 ARF MA	DE IN TH	E CON	<u> </u>
A. THIS CHANGE ORDER IS ISSUED PUR TRACT ORDER NO. IN ITEM 10A.	RSUANT TO: (Specify duti	ionity) The Changes SE	, , 0,	· · · · · · · · · · · · · · · · · · ·	14 / (IVE 10/1)			, ,
B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH IN	ORDER IS MODIFIED TO ITEM 14, PURSUANT TO	REFLECT THE ADMINIS THE AUTHORITY OF FA	STRA' AR 43.	TIVE CHANG 103(b).	ES (such as c	nanges in	paying	отисе,
C. THIS SUPPLEMENTAL AGREEMENT I								
X FAR 43.103(a)(3)								
D. OTHER (Specify type of modification ar	nd authority)							
	X is required to sign	Origina this document and retu	<u>1</u> &	1 con	es to the is	euina off	ice	
E. IMPORTANT: Contractor is not, 14. DESCRIPTION OF AMENDMENT/MODIFIC	is required to sign	this document and retu	a solio	itation/contra		_		ile.)
14. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by UC)	s section negatings, including	g some	itution/contra	er sucyeer m	itter witer	c /c2010	,
The above referenced contrac	t for Electric S	ervices at Fort	Leon	nard Wood	l.			•
Missouri is hereby modified					•			
Federal Acquisition Regulati	on (FAR) Clause	No. 52.232-28, E	llec	tronic Fu	ınds			
Transfer Payment Methods, is								
of the contract.								
All other terms and condition	ons of the contra	ct and modificat	ion	s thereto)			
remain unchanged.								
Except as provided herein, all terms and condition	ns of the document referen	ced in Item 9A or 10A, as h	ereto	ore changed, i	emains unch	anged and	i in full	force
and effect. 15A. NAME AND TITLE OF SIGNER (Type or	print)	16A, NAME AND TIT	LE O	CONTRACT	ING OFFIC	ER (Type	or prin	it)
		44 4 44 44	ייי מחח	nt oatt				
JOHN RICHARDS - Manager, F								
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	NED 168. UNITED STATE	S OF	AMERICA		16C.	DATE	SIGNE
W.V.OO	1/31/96	8x Jaule	X	Sile	run_	_ 2/	18/	90
(Signature of person authorized to sign	m) /21/76	(Signatu)	re of C	Contracting Of	ficer)	/		

4	4)			ONTRACT ID	CODE	PAGE C	F PAGES
AMENDMENT OF SOLICITATION	MODIFICAT	TION OF C	CONTRACT	ş		1	3
MENDMENT/MODIFICATION NO.	3. EFFECTIVE D	ATE 4. R	EQUISITION/PUF	CHASE REQ. NO.	5. PROJEC	CT NO. (If a	ррисаоте)
P00008	95JAN01		DMINISTERED R	Y (If other than Item	6)		
SSUED BY . COD	DE		DMINISTERED	(1) 01.101 1.101	COD	E L	~
irectorate of Contracting							
ost Office Box 140	-0140		nlip	LICATE ORIGIN	AL		
			DUI	ballilla Silica.			
POC: Darlene Pemberton (314	.) 390-0240						
NAME AND ADDRESS OF CONTRACTOR (No., street, county, S	tate and ZIP C	ode)	(/) 9A. AMEND	MENT OF S	OLICITATI	ON NO.
NAME AND ADDRESS OF COLUMN							
	, lam			9B. DATED	ODE MEM	771	
Sho-Me Power Corporati	LOII			9B. DATED	SEE IIEM	11/	
310 West Jackson Marshfield, MO 65706				10A, MODIF	ICATION C	F CONTRA	CT/ORDER
Marshileld, Mo 05700				NO.			,
				X DABT31	-89-C-0	030	
				10B. DATED			
	FACILITY COL)E		- 89JUN1	2		
ODE 44 THIS	TEM ONLY APPL	IES TO AM	ENDMENTS OF	SOLICITATIONS			***************************************
					is exte	andod .	is not ex-
The above numbered solicitation is amende	ed as set forth in Item	14. The hour	and date specified	for receipt of Offers		•	
ended. Iffers must acknowledge receipt of this amendr	nent prior to the hou	r and date spec	cified in the solicita	ation or as amended, b	y one of the	following r	nethods:
offers must acknowledge receipt of this amendr a) By completing Items 8 and 15, and returning	conies of t	he amendmen	t; (b) By acknowle	edging receipt of this a	mendment	on each cop	y of the offer
MENT TO BE RECEIVED AT THE LEADS VIRT N REJECTION OF YOUR OFFER. If by virt etter, provided each telegram or letter makes re	ference to the solicita	ation and this	amendment, and is	received prior to the o	pening hou	r and date s	pecified.
2. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
1. 1.							
See Block 14	A APPLIES ONLY	TO MODIF	ICATIONS OF C	CONTRACTS/ORD	ERS,		
IT MODIF IT MODIF A. THIS CHANGE ORDER IS ISSUED P TRACT ORDER NO. IN ITEM 10A.	IES THE CONTRA	ACT/ORDER	NO. AS DESCI	RIBED IN ITEM 14		ADE IN Th	E CON.
A THIS CHANGE ORDER IS ISSUED P	URSUANT TO: (Spe	ecify authority) THE CHANGES	SET FORTH IN ITEM	1 14 AKE W	MDEIN	L COIN-
X Page 3-5, General Provis	sions, Paragr	aphs 1,	2, and 3				
X Page 3-5, General Provis B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	T/ORDER IS MODI	FIED TO REF	LECT THE ADMI	NISTRATIVE CHANG	BES (such a	s changes in	paying office,
appropriation date, etc.) SET FORTH	IN ITEM 14, PORSO	DUDSHANT	TO AUTHORITY	OF:			
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED IN	O FORSOAIII	,0,,0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
	and authority)						
D. OTHER (Specify type of modification	t chia datirottis,						
							t:
E. IMPORTANT: Contractor X is no	t, 🔲 is required	d to sign this	document and r	eturn co	pies to the	issuing of	ilce.
E. IMPORTANT: Contractor (A.) IS NO 14. DESCRIPTION OF AMENDMENT/MODI	FICATION (Organize	d by UCF sect	tion headings, inclu	iding solicitation/conti	act subject	matter wher	e reasione.)
14. 5250			+ Foot Toor	ord Wood MO	is here	ebv modf	ified
The above cited contract f	or Electric	Service a	it folt leoi	laid wood, iio			
as follows:							
•							
,							
Except as provided herein, all terms and cond	itions of the documer	nt referenced l	n Item 9A or 10A,	as heretofore changed	, remains ur	ichanged an	d in full force
and effect			16A, NAME AND	TITLE OF CONTRAC	TING OFF	ICER (Type	or print)
15A. NAME AND TITLE OF SIGNER (Type	or print)						
	•		PAULETTE	BT.OCH			
	1160 0	DATE SIGNED	16B. UNITED ST	ATES OF AMERICA		16C	DATE SIGNE
15B. CONTRACTOR/OFFEROR	130. L		100	The Island		01	104/9:
			BY OCCE	nature of Contracting	Officer)	/	′ /
in: turn of person authorized to	SERTI		,				

Modification No. P00008 to DABT31-89-C-0030 Page 2 of 3

- 1. The Accounting and Appropriation Data applicable to services received and paid for during Fiscal Year 1995 are as follows:
 - a. 2152020 57-1090 325796.J3000 2333 S23037 DJEE;
 - b. 2157025 57-1090 193120.00000 2333 S23037 Y935;
 - c. 2157025 57-1090 193110.00000 2333 S23037 Y936; and
 - d. 2157025 57-1090 193110.00000 2333 S23037 Y937.
- 2. Page No. 35f (Page 3 of this modification), Sho-Me Power 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis) is incorporated into and made a part of the contract.
- 3. Effective for calendar year January 1, 1995, through December 31, 1995, the Average Billing Demand shall be decreased by 421 Kilowatt Demand Hours (KWD) from 30,945 KWD to 30,524 KWD. As a result, the minimum monthly demand charge is decreased by \$2,603.89 from \$191,394.85 to \$188,790.96. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
- 4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.
- All other terms and conditions of the contract and modifications thereto remain unchanged.

Modification No. P00008 to Contract No. DABT31-89-C-0030 Page 3 of 3

		Ft. Leonard W	r_{ood}
Sho-Me Power		F	eak .
36 Month Average B	illing .	P	eriod
Demand Analys	is		
		30,524	
	Effective		
8/86 36 month avg	Jan-87	24,911	07
3/87 36 month avg	Jan-88	26,289	5.53%
8/88 36 month avg	Jan-89	28,439	8.18% 4.30%
8/89 36 month avg	Jan-90	29,661	1.29%
8/90 36 month avg	Jan-91	30,044 30,617	1.90%
8/91 36 month avg	Jan-92 Jan-93	30,868	0.82%
3/92 36 month avg	Jan-93 Jan-94	30,945	0.25%
8/93 36 month avg	Jan-94 Jan-95	30,524	-1.36%
8/94 36 month avg	Jan-93	50,524	1.50,0
	Aug-94	29,998	Jul-94
	Jul-94	31,059	Aug-93
	Jun-94	31,059	Aug-93
	May-94	31,059	Aug-93
	Apr-94	31,059	Aug-93
	Mar-94	31,059	Aug-93
	Feb-94	31,059	Aug-93
	Jan-94	31,059	Aug-93
	Dec-93	31,059	Aug-93
	Nov-93	31,059	Aug-93
	Oct-93	31,059	Aug-93
	Sep-93	31,059	Aug-93 Aug-93
	Aug-93	31,059	Jul-93
	Jul-93	30,541 30,136	Aug-92
	Jun-93	30,136 30,136	Aug-92
	May-93	30,136	Aug-92
	Apr-93 Mar-93	30,136	Aug-92
	Feb-93	30,136	Aug-92
	Jan-93	30,136	Aug-92
	Dec-92	30,136	Aug-92
	Nov-92	30,136	Aug-92
	Oct-92	30,136	Aug-92
	Sep-92	30,136	Aug-92
• .	Aug-92	30,136	Aug-92
	Jul-92	30,129	Jul-92
	Jun-92	30,400	Jui-91
	May-92	30,400	Jul-91
	Apr-92	30,400	Jul-91
	Mar-92	30,400	Jul-91 Jul-91
	Feb-92	30,400	Jul-91 Jul-91
	Jan-92	30,400 30,400	Jul-91
•	Dec-91	30,400	Jul-91
	Nov-91 Oct-91	30,400	Jul-91
		30,400	Jul-91
	Sep-91	70,700	

Dana 35f

AMENDMENT OF SOLICITATION NO. SEFFECTIVE DATE A RESQUESTRON/PURCHASE REQ. NO. SEFFECTIVE DATE A REQUISITION/PURCHASE REQ. NO. SEFFECTIVE DATE REQUISITION/PURCHASE REQ. NO. SEFFECTIVE DATE OF REGISTRAL A REQUISITION/PURCHASE REQ. NO. SEFFECTIVE DATE OF REGISTRAL TO DE TO	4				- 7	NTRACT ID	ODE	PAGE OF PAGES
# ACCEPTION OF YOUR POWER OF CONTRACTION ON. ### SURPLES BY ### POWER OF CONTRACTION ON. ### POWER OF CONTRACTOR NO. 1996-0248 ### POWER OF CONTRACTOR NO. 1996-0248 ### POWER OF POWER COTTOCATION ON. ### Show-Me Power Corporation ### Show-Me Power Corporation ### Show-Me Power Corporation ### PACILITY CODE ### IT IT IT IS IT		/MODI	FICATION C	F CONTRACT				1 3
SUPPLY STATE STA		1		4. REQUISITION/PURC	HASE	REQ. NO.	5. PROJECT	NO. (If applicable)
DIPLICATE ORIGINAL POST OFFICE BOX 140 FOR: DATIEN Pemberton (314) 596-0248 NAME AND ADDRESS OF CONTRACTOR (No., finet, counts, State and ZIP Code) Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706 TITHIS TEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706 TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts, State and ZIP Code) TO AMENDMENT OF CONTRACTOR (No., finet, counts) TO AMENDMENT OF C		 	JEC 14	7. ADMINISTERED BY	(If ot	her than Item (3)	
POC: Darlene Pemberton (314) 596-0248 BUPLICATE ORIGINAL DUPLICATE ORIGINAL NAME AND ADDRESS OF CONTRACTOR (No. speet, county, State and ZIF Code) Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706 DIABRIA-89-C-0030 108. DATED (SEE ITEM 11) 109. MODIFICATION OF CONTRACT/ORIGINAL DABRIA-89-C-0030 109. DATED (SEE ITEM 13) 89.JUN12 To above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not model. Offers must acknowledge receipt of this amendemant prior to the hour and date specified for receipt of Offers is extended, is not model. Offers must acknowledge receipt of this amendemant prior to the hour and date specified for receipt of Offers is extended, is not work to be submitted or to be separate which includes a reference to the solicitation or as amended, by one of the following methods: of 80 pc completing terms 8 and 15, and returning copies of the amendment; (5) By exhowledging receipt of this amendment on each oge of the capability of 10 pc separate later or selegram which includes a reference to the solicitation and amendment mumbers. ALLUTE OF YOUR ACKNOWLE MINITED FOR THE RECEIPT to the popular point of the selection of the solicitation of the solicitation and submitted in the solicitation of a semandment on submitted in the solicitation of the solicitation and submitted in the solicitation of the solicitation of submitted such change may be made by subgrate the solicitation of the solicitation and submitted in the solicitation of t	Directorate of Contracting						CODE	
POC: Darlene Pemberton (314) 596-0248 2. NAME AND ADDRESS OF CONTRACTOR (No. street, sountly, State and ZIP Code) 3. NoMe Power Corporation 3.10 West Jackson Marshfield, Missouri 65706 2. DATEO (SEE TERM 11) 1. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION OF CONTRACT/ORDE 1. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION OF CONTRACT/ORDE 1. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION IN BAJUN12 1. The above numbered solicitation is amended as set forth in 1em 14. The hour and date specified for receipt of Offers is extended, is not tended. 1. The above numbered solicitation is amended as set forth in 1em 14. The hour and date specified for receipt of Offers is extended, is not tended. 1. The above numbered solicitation is amended as set forth in 1em 14. The hour and date specified for receipt of Offers is extended, is not tended. 1. The above numbered solicitation is amended as set forth in 1em 14. The hour and date specified in the solicitation or as amended, by one of the following methods: call by completing terms 8 and 15, and returning which includes a reference to the solicitation or as amended, by one of the following methods: call by completing terms 8 and 15, and returning which includes a reference to the solicitation and semediment numbers. Failure Of YOUR ACKNOWLE with the property of the complete of the semediment on set of collection of the complete of the semediment on set of collection of the semediment of the semediment on the complete of the com	Post Office Box 140	01/0		200 H 5 670 x				
Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706 Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706 Ind. Mosification of contract/ore A Missouri 65706	Fort Leonard Wood, MU 034/3-0	0140 506 0	2 / Q	DUP	_IC/	NTE ORIGI	MAL	
Sho—Me Power Corporation 310 West Jackson Marshfield, Missourt 65706 162. Notification of Contract/Ord 163. Notification of Contract of Contract/Ord 163. Notification of Contract	POC: Darlene Pemberton (314)	390 - 0.	240					
Marshfield, Missouri 65706 Second Code	8. NAME AND ADDRESS OF CONTRACTOR (No.	., street, co	ounty, State and 2	ZIP Code)	(﴿)	9A. AMENDA	ENT OF SO	LICITATION NO.
Marshfield, Missouri 65706 Second Color	Sho-Me Power Corporation	on						
Marshfield, Missouri 65706 Total Marshield Missouri 65706				•	İ	9B. DATED (SEE ITEM 1	.,
A ABT31-89-C-0030 JABT31-89-C-0030 The above numbered solicitation is generated as set forth in term 14. The hour and date spacified for receipt of Offers 89 JUN12		65706						
The above numbered solicitation is amended as sat forth in Item 14. The hour and date specified for receipt of Offers is extended, is not temded.			•		-	10A. MODIFI	CATION OF	CONTRACT/ORDER
The above numbered solicitation is amended as set forth in term 14. The hour and date specified for receipt of Offers is extended, is not tended.				•	l	DART31-	39-C-003	n
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not tended. In a above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not tended. If it is not set in the set is not set is not set is not set is not set in the sell-citation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the smendment: (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. PAILUMENT PAILUMENT, PAILUMEN					X	ı		
IT. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not tended. The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not tended. The above numbered solicitation is amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: A by completing Items 8 and 15, and extending					-		(DEE IIIM .	10)
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Is not tended. The above numbered solicitation is amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: Is 8v completing Items 8 and 15, and returning	CODE			ANAENIDMENTO OF CO	1 16			
The Change of the support of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (s) By completing items 8 and 15, and returningcopies of the amendment; (b) By scknowledging receipt of this amendment on each copy of the completing items 8 and 15, and returningcopies of the amendment; (b) By scknowledging receipt of this amendment on each copy of the completing items 8 and 15, and return of the copy of the completing items 8 and 15, and return of the copy								
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing them 2 and 15, and returning		s set forth	in Item 14. The h	nour and date specified for	recei	ipt of Offers	is extend	is not ex-
(s) By completing Items 8 and 15, and returning — copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted: or (c) By sperate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLE MENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE STECIFIED BAN REMETTO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE STECIFIED BAN REMETTO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE STECIFIED BAN REMETTO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE STECIFIED BAN REMETTOR DATA (If required) SEE BLOCK 14 13. THIS ITEM APPROPRIATION DATA (If required) SEE BLOCK 14 13. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14. ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 104. X PAGE 3-5, General Provisions, Paragraphs 1, 2, and 3 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in poying of appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMEDICARMINATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible. The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15C. DATE SIGNED 15C. DATE SIGNED 15C. DATE SIGNED 15	of this amendmen	t prior to	the hour and date	specified in the solicitatio	n or a	as amended, by	one of the fo	ollowing methods:
Submitted: or (c) By separate of the Pulling Section AT PER PICEUPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RES. IN RELECTION OF YOUR OFFER IT by vitrue of this amendment you desire to change an order already submitted, such change may be made by telegrate their, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Block 14 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 15. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 15. VI A. THE CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 15. VI A. THE CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE ADMINISTRATIVE CHANGES (such as changes in paying of appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: O. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor I is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF ANX NORTH MADE AND THE AUTHORITY OF FAR 43.103(b). E. IMPORTANT: Contractor I is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF ANX NORTH MADE AND THE AUTHORITY OF FAR 43.103(b). E. IMPORTANT: Contractor I is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF ANX NORTH MADE AND THE AUTHORITY OF FAR 43.103(b). E. IMPORTANT: Contractor I is the proving of the document referenced in Item 9A or 10A, as			tar af sha amaad	mont: Ih) Dy soknowlodai	na ro	caint of this an	rendment on	each copy of the offer
MENT TO BE RECEIVED AT THE LACE DESIGNATED FOR A STATE OF A STATE	submitted; or (c) By separate letter or telegram wh	hich includ	les a reference to	the solicitation and amend	ment	t numbers. FAI	LURE OF YOU	OUR ACKNOWLEDG-
See Block 14 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 104. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 104. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 104. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 104. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SET FORTH IN ITEM 14. VI A. THIS CHANGES SE	MENT TO BE RECEIVED AT THE PLACE DESIG	NATEUR	ON THE RECEI	re to change an offer alrea	dv a	hmitted such	change may b	e made by telegram or
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. WI A THIS CHANGE ORDER IS IESUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN 1976 HIO. Y PAGE 3–5, General Provisions, Paragraphs 1, 2, and 3 8. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying of appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF ADMINISTRATIVE CHANGES (such as changes in paying of its provided described in the importance of	letter, provided each telegram or letter makes refere	ence to the	solicitation and	this amendment, and is rec	eived	prior to the or	ening hour a	nd date specified.
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. WI A-THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Y Page 3-5, General Provisions, Paragraphs 1, 2, and 3 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying or experipation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.108(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF ACCESSIONAL MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full feasing effect. ISA. NAME AND TITLE OF SIGNER (Type or print) PAILLETTE BLOCH ISB. CONTRACTOR/OFFEROR ISC. DATE SIGNED ISB. UNITED STATES OF AMERICA	12. ACCOUNTING AND APPROPRIATION DATA	A (If requir	red)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. WI A-THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Y Page 3-5, General Provisions, Paragraphs 1, 2, and 3 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying or experipation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.108(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF ACCESSIONAL MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full feasing effect. ISA. NAME AND TITLE OF SIGNER (Type or print) PAILLETTE BLOCH ISB. CONTRACTOR/OFFEROR ISC. DATE SIGNED ISB. UNITED STATES OF AMERICA	See Block 14							
A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. X Page 3-5, General Provisions, Paragraphs 1, 2, and 3 B. THE ABOVE NUMBERED CONTRACTORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying of appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 83.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMEXIMMENT MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full feasing the supplies of the instance of the contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full feasing the contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full feasing the contraction of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full feasing the contraction of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full feasing the contraction of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full feasing the contraction of the document referenced in Item 9A or 10A, as heretofore c	13 THIS ITEM A	PPLIES	ONLY TO MOD	DIFICATIONS OF CON	ITR/	ACTS/ORDE	RS,	
TRACTORDER NO. TIEM TO. Y Page 3-5, General Provisions, Paragraphs 1, 2, and 3 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying of appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMASOMMENT MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. ISA. NAME AND TITLE OF SIGNER (Type or print) PAULIETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED [16B. UNITED STATES OF AMERICA BY JOSEPH PAULIETTE BLOCH BY JOSEPH PAULIETTE	IT MODIFIES	THE CC	NTRACI/ORL	JEH NO. AS DESCHIE	C EO	IN II EW 14.	14 ARE MAI	E IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying of appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMMENSIAMENEMMODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible. The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full fean and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED								
E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF ANXENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible. The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) PAILLETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA	B. THE ABOVE NUMBERED CONTRACTION	ORDER IS	MODIFIED TO	REFLECT THE ADMINIS	TRA R 43	TIVE CHANG	ES (such as cl	anges in paying office,
E. IMPORTANT: Contractor	C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERE	D INTO PURSUA	ANT TO AUTHORITY OF	:			
E. IMPORTANT: Contractor								
The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA	D. OTHER (Specify type of modification and	d authority	')					
The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA								
The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA	E. IMPORTANT: Contractor X is not,	is re	quired to sign t	his document and retu	n	copi	es to the iss	uing office.
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16C. DATE SIGNED	14. DESCRIPTION OF ANY EXEMPLY MODIFICA	ATION (O	rganized by UCF	section headings, including	solic	citation/contrac	t subject ma	ter where feasible.)
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED	The above cited contract for I	Electr:	ic Service	at Fort Leonard	Wo	od, Misso	uri, is	hereby
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full for and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED								
16A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA O / O4/	moduli i i i i i i i i i i i i i i i i i i							
16A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA O / O4/								
16A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA O / O4/								
16A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA O / O4/								
16A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA O / O4/								
16A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA O / O4/								
16A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA O / O4/								
16A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA O / O4/						_	_	
15A. NAME AND TITLE OF SIGNER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA DI/O4(and effect.		ocument reference					
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA 01/04/	15A. NAME AND TITLE OF SIGNER (Type or p	rint)		16A. NAME AND TIT	LE O	F CUNTRACT	ING OFFICE	ik (Fype or print)
15B. CONTRACTOR/OFFEROR BY Quette / Slow 01/04/				PAULETTE BLOC	H			
By Audita / Bloom 01/04/	15R CONTRACTOR/OFFEROR		15C. DATE SIGNI	D 168. UNITED STATES	S OF	AMERICA		16C. DATE SIGNE
(Signature of Contracting Officer)	100, 00141111011011/01.	l		TO DETE		Slow	_	01/04/7
(Signature of person authorized to sign)	(Signature of person authorized to sign	, 		(Signatur	e of	Contracting Of	icer)	_

Modification No. P00007 to Contract No. DABT31-89-C-0030 Page 2 of 3

- 1. The Accounting and Appropriation Data applicable to services received and paid for during Fiscal Year 1994 are as follows:
 - a. 2142020 57-1090 325796.J5000 2333 S23037 DJEE;
 - b. 2147025 57-1090 193120.00000 2333 S23037 Y935;
 - c. 2147025 57-1090 193110.00000 2333 S23037 Y936; and
 - d. 2147025 57-1090 193110.00000 2333 S23037 Y937.
- 2. Page No. 35e (Page 3 of this modification), Sho-Me Power 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis) is incorporated into and made a part of the contract.
- 3. Effective for calendar year January 1, 1994, through December 31, 1994, the Average Billing Demand shall be increased by 77 Kilowatt Demand Hours (KWD) from 30,868 KWD to 30,945 KWD. As a result, the minimum monthly demand charge is increased by \$476.25 from \$190,918.60 to \$191,394.85. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
- 4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.

All other terms and conditions of the contract and modifications thereto remain unchanged.

		Nod	

		Ft. Leonard	VVOC		
Sho-Me Powe 36 Month Average Demand Analy	Billing		Period		No. P00007 to DABT31-89-C-0030
Demand Analy	313	20.045			
		30,945			
	Effective				
8/86 36 month avg	Jan-87	24,911			
8/87 36 month avg	Jan-88	26,289			
8/88 36 month avg	Jan-89	28,439			
8/89 36 month avg	Jan-90	29,661			
8/90 36 month avg	Jan-91	30,044			
8/91 36 month avg	Jan-92	30,617			
8/92 36 month avg	Jan-93	30,868			
8/93 36 month avg	Jan-94	30,945			
6/95 56 Month avg	Jan-54	00,040			
	Aug-93	31,059	Aug-93		
	Jul-93	30,541	Jul-93		
	Jun-93	30,136	Aug-92	i	
	May-93	30,136	Aug-92		
	Apr-93	30,136	Aug-92		
	Mar-93	30,136	Aug-92		
	Feb-93	30,136	Aug-92		
	Jan-93	30,136	Aug-92		
	Dec-92	30,136	Aug-92		
		*	_		
	Nov-92	30,136	Aug-92		
	Oct-92	30,136	Aug-92		
	Sep-92	30,136	Aug-92		
•	Aug-92	30,136	Aug-92		
	Jul-92	30,129	Jul-92		
	Jun-92	30,400	Jul-91		
	May-92	30,400	Jul-9		
	Apr-92	30,400	Jul-9		
	Mar-92	30,400	Jul-9	1	
	Feb-92	30,400	Jul-9	1	
	Jan-92	30,400	Jul-9	1	
	Dec-91	30,400	Jul-9	1	
	Nov-91	30,400	Jul-9	1	
	Oct-91	30,400	Jul-9	1	
	Sep-91	30,400	Jul-9	1	
	Aug-91	30,400	Jul-9		
• ,	Jul-91	32,400	Aug-9		
	Jun-91	32,400	Aug-9		
	May-91	32,400	Aug-9		
	Apr-91	32,400	Aug-9		
	Mar-91	32,400	Aug-9		
		32,400	Aug-9		
	Feb-91				
	Jan-91	32,400	Aug-9		
	Dec-90	32,400	Aug-9		
	Nov-90	32,400	Aug-9		
	Oct-90	32,400	Aug-9		
	Sep-90	32,400	Aug-9	iu	
	_	~ =			

Page 35e

. AMENDMENT OF SOLICITATION	DIFICATION C		1. (FRACT ID C	ODE	PAGE OF PAGES
2. AMENDMÉNT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 93JAN01	4. REQUISITION/PURC	HASE REQ. NO.	5. PROJECT	NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY	(If other than Item 6	CODE	
Directorate of Contraction Post Office Box 140	ng 5473-0140	111			
8. NAME AND ADDRESS OF CONTRACTOR (No	., street, county, State and 2	IP Code)	(/) 9A. AMENDM	ENT OF SOL	ICITATION NO.
Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65	9B. DATED (S	•	ONTRACT/ORDER		
			X DABT31	-89-C-0	0030
			10B. DATED		2)
CODE	FACILITY CODE		89JUN1	2	
. 11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF SC	DLICITATIONS		
The above numbered solicitation is amended a tended.	s set forth in Item 14. The h	our and date specified for	receipt of Offers	is extende	d, is not ex-
Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning — submitted; or (c) By separate letter or telegram with MENT TO BE RECEIVED AT THE PLACE DESIGN REJECTION OF YOUR OFFER. If by virtue letter, provided each telegram or letter makes reference. ACCOUNTING AND APPROPRIATION DATA	copies of the amendration includes a reference to the SNATED FOR THE RECEIP of this amendment you desirence to the solicitation and the	ment; (b) By acknowledgi he solicitation and amend TOF OFFERS PRIOR TO the to change an offer alread	ng receipt of this amoment numbers. FAILD THE HOUR AND do submitted such c	endment on ea URE OF YOU DATE SPECIF Dange may be	ach copy of the offer JR ACKNOWLEDG- FIED MAY RESULT made by telegram or
See Block 14					
	PPLIES ONLY TO MOD THE CONTRACT/ORD			is,	•
W) A THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A. X Pages 3-5, General Pr	SUANT TO: (Specify author	HW) THE CHANGES SET	FORTH IN ITEM 1	4 ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.) SET FORTH IN I				S (such as cha	nges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS					
D. OTHER (Specify type of modification and	authority)			·	
E. IMPORTANT: Contractor XXIs not,	•	nis document and return			-
The above cited contract is hereby modified as for	for Electric				
Except as provided herein, all terms and conditions and effect.	of the document referenced	l in Item 9A or 10A, as he	retofore changed, rer	nains unchang	ed and in full force
15A. NAME AND TITLE OF SIGNER (Type or pr	int)	16A. NAME AND TITL	E OF CONTRACTION	IG OFFICER	(Type or print)
		PAULE'	TTE BLOCH		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168. UNITED STATES		Yel	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Signature	of Contracting Office	eri	101/13/9

Modification No. P00006 to DABT31-89-C-0030 Page 2 of 3

- 1. The Accounting and Appropriation Data applicable to services received and paid for during Fiscal Year 1993 are as follows:
 - a. 2132020 57-1090 815796.J5000 2333 S23037 DJEE;
 - b. 2137025 57-1090 193120.00000 2333 S23037 Y935;
 - c. 2137025 57-1090 193110.00000 2333 S23037 Y936; and
 - d. 2137025 57-1090 193110.00000 2333 S23037 Y937.
- 2. Page No. 35d (Page 3 of this modification), Sho-Me Power 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis) is incorporated into and made a part of the contract.
- 3. Effective for calendar year January 1, 1993, through December 31, 1993, the Average Billing Demand shall be increased by 251 Kilowatt Demand Hours (KWD) from 30,617 KWD to 30,868 KWD. As a result, the minimum monthly demand charge is increased by \$1,352.44 from \$189,366.16 to \$190,918.60. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
- 4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.

All other terms and conditions of the contract and modifications thereto remain unchanged.

APPROVED: AS IS CONTINGENT

CLIFFORD M. BEASLEY, JR.

ARMY POWER PROCUREMENT REPRESENTATIVE

	(ACDIELOA TIOTI	C ACRITO ACT	Ē	NTRACT ID	ODE	_	OF PAGES
AMENDMENT OF SOLICITATION						1	3
. AMÉNDMENT/MODIFICATION NO. P00005	92JAN01	4. REQUISITION/PURC			5. PROJECT	NO. (If	applicable)
. ISSUED BY CODE		7. ADMINISTERED BY	(If ot	her than Item 6	CODE		
	3473-0140						
P.O.C.: Darlene Pemberto			170	9A. AMENDM	ENT OF SOL	ICITAT	TON NO.
Sho-Me Power Corporation 310 West Jackson	*	en coue,	(3)	98. DATED (S			
Marshfield, Missouri 657	706			10A. MODIFI NO.	CATION OF	CONTR	ACT/ORDER
	• *		Х	DABT31	-89-C-0		
CODE	FACILITY CODE		1	891011	2		
	M ONLÝ APPLIES TO	AMENDMENTS OF SO	OLIC	ITATIONS			
The above numbered solicitation is amended a tended. Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram when to be received at the PLACE DESIGN REJECTION OF YOUR OFFER. If by virtue letter, provided each telegram or letter makes refered.	t prior to the hour and date copies of the amend hich includes a reference to SNATED FOR THE RECEI	specified in the solicitation ment; (b) By acknowledge the solicitation and amend TOF OFFERS PRIOR TOF the to charge an offer already.	ing red iment O TH	as amended, by ceipt of this am numbers. FAI E HOUR AND	nendment on e LURE OF YO DATE SPECI	llowing of the cope of the cop	by of the offe KNOWLEDG MAY RESULT by telegram o
12. ACCOUNTING AND APPROPRIATION DATA		tins arientifient, and is rec	eiveu	prior to the op			
See Block 14			170				물
IT MODIFIES	PPLIES ONLY TO MODES THE CONTRACT/ORD	DER NO. AS DESCRIB	BED I	IN ITEM 14.	_		윾
W) A. THIS CHANGE ORDER IS ISSUED PUR TRACT ORDER NO. IN ITEM 10A. Pages 3-5, General Pr	SHANT TO: (Specify autho	ority) THE CHANGES SE	T FOR	RTH IN ITEM	Same of the same o	=	HEXON-
B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN	HEM 14, PORSOANT TO	INE AUTHORIT OF TA	45.	TIVE CHANGE .103(b).	ES (such as ch	dnges in	paying offic
C. THIS SUPPLEMENTAL AGREEMENT IS		ANT TO AUTHORITY OF	:			3	62
D. OTHER (Specify type of modification and	d authority)						
E. IMPORTANT: Contractor is not,	is required to sign to	his document and retu	rn	copi	es to the issu	uing of	fice.
The above cited contract is hereby modified as fo	for Electric						
 The Accounting and A paid for during Fiscal Y 	ppropriation I ear 1992 is as	Data applicab s follows:	le	to serv	ices re	ceiv	red and
2122020 0000 0 57-1090 8							
Except as provided herein, all terms and condition and effect.	s of the document reference				49		
15A. NAME AND TITLE OF SIGNER (Type or p	rint)	16A, NAME AND TIT	LE O	F CONTRACT	ING OFFICE	R (Type	or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	PAULE ED 16B. UNITED STATE		BLOCH AMERICA	Va-1	16C.	DATE SIGN
(Signature of person authorized to sign	, 	BY Sau (Signatur	re of C	Contracting Off	rock_ icer)	- 011	122/9

- 2. Attached Page No. 35c, Sho-Me Power Corporation 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis), is incorporated into and made a part of the contract.
- 3. Effective for calendar year January 1, 1992, through December 31, 1992, the Average Billing Demand shall be increased from 30,044 Kilowatt Demand Hours (KWD) to 30,617 KWD; an increase of 573 KWD. As a result, the minimum monthly demand charge is increased by \$3,544.01 from \$185,822.15 to \$189,366.16. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
- 4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.

All other terms and conditions of the contract and modifications thereto remain unchanged.

APPROVED:

X As is

Contingent

14 FEB 1992

THOMAS J. EVANS, P.E.

Deputy Army Power Procurement Officer

				DABT31	-89-C-
Sho-Me Power Corporation 36 Month Average Billing		Ft. Leonar	rd Wood	Page 3	of 3
Demand Anal			Peak Period		·:.
		30,617		·	
E	ffective -			•	
8/86 36 month avg	Jan-87	24,911			•
8/87 36 month avg	Jan-88	26,289			٠.
8/88 36 month avg	Jan-89	28,439			
8/89 36 month avg	Jan-90	29,661			
8/90 36 month avg	Jan-91	30,044			
8/91 36 month avg	Jan-92	30,617	٠.		
	Aug-91	30,400	Jul-91		
	Jul-91	32,400	Aug-90	٠.	
•	Jun-91	32,400	Aug-90		
	May-91	32,400	Aug-90		•
	Apr-91	32,400	Aug-90		
	Mar-91	32,400	Aug-90		
	Feb-91	32,400	Aug-90		
	Jan-91	32,400	Aug-90		
	Dec-90	32,400	Aug-90		
	Nov-90	32,400	Aug-90		
	Oct-90	32,400	Aug-90		
	Sep-90	32,400	Aug-90		
	Aug-90	32,400	Aug-90		
	Jul-90	31,800	Jul-90		
•	Jun-90	29,600	Jun-90		•
	May-90	29,600	Jul-89		
	Apr-90	29,600	Jul-89		
	Mar-90	29,600	Jul-89		
	Feb-90	29,600	Jul-89		
	Jan-90	29,600	Jul-89		
	Dec-89	29,600	Jul-89		
	Nov-89	29,600	Jul-89		
	Oct-89	29,600	Jul-89		
	Sep-89	29,600	Jul-89		
	Aug-89	29,600	Jul-89		
	Jul-89	29,600	Jul-89		
	Jun-89	29,600	Aug-88		
	May-89	29,600	Aug-88		
	Apr-89	29,600	Aug-88		
	Mar-89	29,600	Aug-88		
	Feb-89	29,600	Aug-88		
·	Jan-89	29,600	Aug-88		
	Dec-88	29,600	Aug-88		
	Nov-88	29,600	Aug-88		
	Oct-88	29,600	Aug-88		
	Sep-88	29,600	Aug-88		

AMENDMENT OF SOLICITATIC.	MODIFICATION C	OF CONTRACT) ,	NIRACTID		1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURC	HASE	REQ. NO.	5. PROJECT	NO. (If a	pplicable)
P00004	91AUG19	3 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	· · · · · · · · · · · · · · · · · · ·			r	···········
6. ISSUED BY CODE		7. ADMINISTERED BY	(17 OTA	er than Item t	(QDE		
Directorate of Contractin	g				~	Ç.	
Post Office Box 140	J					S	
	473-0140				-	Z	
P.O.C.: Darlene Pemberto		1	, , , , ,		<u> </u>	7. 2	<u> </u>
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, county, State and 2	CIP Code)	(A)	9A. AMENDM	IENT OF SOL		
Sho-Me Power Corporation					کے	5	
310 West Jackson				9B. DATED (S	SEE ITEM 11,)	
Marshfield, Missouri 657	06						
				10A. MODIFI NO.	CATION OF	CONTRA	CT/ORDER
	•		x	ከልኴሞሚነ	-89-C-0	2020	
			1 [10B, DATED			
CODE	FACILITY CODE	`1	1	89JUN1	-	•	
	MONLY APPLIES TO	AMENDMENTS OF SC	DLIC	TATIONS			
The above numbered solicitation is amended as	set forth in Item 14. The h	our and date specified for	receio	t of Offers	is extende	ed [is not ex-
tended.							
Offers must acknowledge receipt of this amendment							
(a) By completing Items 8 and 15, and returning — submitted; or (c) By separate letter or telegram wh	ich includes a reference to 1	the solicitation and amend	ment i	numbers, FAII	LURE OF YO	UR ACKI	NOWLEDG-
MENT TO BE RECEIVED AT THE PLACE DESIGN IN REJECTION OF YOUR OFFER. If by virtue of the property of the proper	NATED FOR THE RECEIF	T OF OFFERS PRIOR TO	O THE	HOUR AND	DATE SPECI	FIED MA	Y RESULT
letter, provided each telegram or letter makes referer	nce to the solicitation and t	his amendment, and is rec	eived p	prior to the op	ening hour an	d date spe	ecified.
12. ACCOUNTING AND APPROPRIATION DATA	(If required)	•					
See Block 14							
IT MODIFIES	PLIES ONLY TO MOD THE CONTRACT/ORD	ER NO AS DESCRIB	FD IN	JITEM 14	·		
(V) A. THIS CHANGE ORDER IS ISSUED PURSI TRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify autho	rity) THE CHANGES SET	FOR	TH IN ITEM 1	4 ARE MADI	EINTHE	CON-
TRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED TO F	REFLECT THE ADMINIST HE AUTHORITY OF FAI	TRAT R 43.1	IVE CHANGE	S (such as cho	mges in p	aying office,
C. THIS SUPPLEMENTAL AGREEMENT IS							
			Αŗ	proved	zas	and the second seco	
D. OTHER (Specify type of modification and	authority)		A	ony Power	Procurem	ent	0=0 1001
			0	fficer Repr	resentativ e	爾(SEP 1991
E. IMPORTANT: Contractor XX is not,	is required to sign th	is document and return		conie			e.
		iis document and retur	n		is to the issu	ina offic	
14. DESCRIPTION OF AMENDINENT/MODIFICA	TION (Organized by UCF s						
The above cited contract	for Electric	ection headings, including	solicit	ation/contract	subjectmatte	er where	easible.)
	for Electric	ection headings, including	solicit	ation/contract	subjectmatte	Miss	easible.)
The above cited contract is hereby modified as followers	for Electric	ection headings, including Service at Fo	solicii ort	ation/contract	i subject matte i Wood,	Miss	easible.)
The above cited contract is hereby modified as follows: 1. The accounting and approximation of the accounting accounting and approximation of the accounting	for Electric llows: ppropriation d	ection headings, including Service at Fo	solicii ort	Leonard	i wood,	Miss Miss eived	easible.) ouri,
The above cited contract is hereby modified as followers	for Electric llows: ppropriation d	ection headings, including Service at Fo	solicii ort	Leonard	i wood,	Miss Miss O	easible.) ouri, and
The above cited contract is hereby modified as follows: 1. The accounting and approximation of the accounting accounting and approximation of the accounting	for Electric llows: ppropriation dear 1991 is ch	ection headings, including Service at Fo lata applicabl aanged to read	solicit ort le d	to serv	i wood,	Miss Miss eived	easible.) ouri,
The above cited contract is hereby modified as follows: 1. The accounting and appaid for during Fiscal Years.	for Electric llows: ppropriation dear 1991 is ch	ection headings, including Service at Fo lata applicabl aanged to read	solicit ort le d	to serv	i wood,	Miss Miss eived	easible.) ouri, and
The above cited contract is hereby modified as follows: 1. The accounting and appaid for during Fiscal Yes. 2112020 0000 0 57-1090 8 S23-037.	for Electric llows: ppropriation dear 1991 is ch	ection headings, including Service at Fo	solicit ort le d d az	to server follow	ice rec	Miss eived	easible.) ouri, and
The above cited contract is hereby modified as follows: 1. The accounting and appaid for during Fiscal Years 12112020 0000 0 57-1090 8 523-037". 2. In accordance with Figure 121120200 12112020 12112020 12112020 12112020 12112020 12112020 121120200 12112020 12112020 12112020 12112020 12112020 12112020 121120200 12112020 12112020 12112020 12112020 12112020 12112020 121120200 12112020 12112020 12112020 12112020 12112020 12112000 121120000 12112000 12112000 12112000 12112000 12112000 12112000 1211200000 121120000 121120000 121120000 1211200000 12112000000 1211200000000	for Electric llows: propriation dear 1991 is chart and a chart and	ection headings, including Service at Fo	solicit ort le d d az EHPl	Leonard to serving follow RM1225J	ice recovers to the second sec	Miss eived bind	easible.) ouri, and
The above cited contract is hereby modified as follows: 1. The accounting and appaid for during Fiscal Years 12112020 0000 0 57-1090 8 523-037". 2. In accordance with Figure 121120200 12112020 12112020 12112020 12112020 12112020 12112020 121120200 12112020 12112020 12112020 12112020 12112020 12112020 121120200 12112020 12112020 12112020 12112020 12112020 12112020 121120200 12112020 12112020 12112020 12112020 12112020 12112000 121120000 12112000 12112000 12112000 12112000 12112000 12112000 1211200000 121120000 121120000 121120000 1211200000 12112000000 1211200000000	for Electric llows: propriation dear 1991 is chart and a chart and	ection headings, including Service at Fo	solicit ort le d d az EHPl	Leonard to serving follow RM1225J	ice recovers to the second sec	Miss eived bind	easible.) ouri, and
The above cited contract is hereby modified as follows: 1. The accounting and appaid for during Fiscal Years 1212020 0000 0 57-1090 8 523-037. 2. In accordance with Fauntil approved by the Arman Except as provided herein, all terms and conditions and effect.	for Electric ilows: ppropriation dear 1991 is char 1991 is char 1991 is char 15794.J3000 2 AR 52.204-1, the my Power Procue of the document references	ection headings, including Service at Fo	solicitort le dan EHPl	to server followed at the server followed at	ice rec ws: 5 416 DJC not be	eived	easible.) Ouri, and ling
The above cited contract is hereby modified as follows: 1. The accounting and appaid for during Fiscal Yes. 2112020 0000 0 57-1090 8 823-037. 2. In accordance with Figure 1 approved by the Arman Except as provided herein, all terms and conditions and effect.	for Electric ilows: propriation dear 1991 is char cter 1991 is charac	ection headings, including Service at Fo lata applicable anged to reac 2333 000000 DI Chis modificat lin tem 9A or 10A, as he	solicitort le dan EHPl	to server followed at the server followed at	ice rec ws: 5 416 DJC not be	eived	easible.) ouri, and ling
The above cited contract is hereby modified as follows: 1. The accounting and appaid for during Fiscal Years 1212020 0000 0 57-1090 8 523-037. 2. In accordance with Fauntil approved by the Arman Except as provided herein, all terms and conditions and effect.	for Electric llows: propriation dear 1991 is char cteristical propriate in the document references in the document referenc	ection headings, including Service at Follata applicable anged to react 2333 000000 Di Chis modificat arement Office in Item 9A or 10A, as he 16A. NAME AND TITL PAULE:	solicitort le di assettione. retofo	Leonard Leonard Lo servi s follow RM1225J n shall re changed, re	ice rec ws: 5 416 DJC not be	eived	easible.) Ouri, and ling
The above cited contract is hereby modified as follows: 1. The accounting and appaid for during Fiscal Yes. 2112020 0000 0 57-1090 8 823-037. 2. In accordance with Figure 1 approved by the Arman Except as provided herein, all terms and conditions and effect.	for Electric llows: propriation dear 1991 is char cteristical propriate in the document references in the document referenc	ection headings, including Service at Foreign Service S	solicitort le di assettione. retofo	Leonard Leonard Lo servi s follow RM1225J n shall re changed, re	ice rec ws: 5 416 DJC not be	eived	easible.) Ouri, and ling
The above cited contract is hereby modified as for a paid for during Fiscal Yes. 2112020 0000 0 57-1090 8 23-037". 2. In accordance with Figure 1 approved by the Arman Except as provided herein, all terms and conditions and effect. 15A. NAME AND TITLE OF SIGNER (Type or print Lehn K. Davis, General Manage)	for Electric llows: propriation dear 1991 is char cteristical propriate in the document references in the document referenc	Service at Formatte and Formatte applicable anged to read	tion EHP	Leonard Leonard Lo servi s follow RM1225J n shall re changed, re	i wood, ice rec ws: 51 416 DJC not be mains unchang	eived	and ling full force

Modification No. P00004 to DABT31-89-C-0030 Page 2 of 2

3. All other terms and conditions of the contract and modifications thereto remain unchanged.

, AMENDMENT OF SOLICITATIO	MODIFICATION O	F CONTRACT		DNIRACIID		1 2	2
Z. AMENIOMENT MODIFICATION NO. P00003		4. REQUISITION/PURC FH150-90, FJ			5. PROJECT FJ 140-9		
6. ISSUED BY CODE		7. ADMINISTERED BY	(If ot	her than Item	6) CODE		
Directorate of Contractin Post Office Box 140 Fort Leonard Wood, MO 65 P.O.C.: Darlene Pemberto	473-0140	11					
8. NAME AND ADDRESS OF CONTRACTOR (No.	, street, county, State and Z	IP Code)	(⋠)	9A. AMEND	MENT OF SOL	ICITATION	NO.
Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 657	06				(SEE ITEM 11)		ORDER
			x	DABTT	1-89-C-0	030	
			"		SEE ITEM 1		
CODE	FACILITY CODE		1	NUL68	12		
	M ONLY APPLIES TO	AMENDMENTS OF S	OLIC	ITATIONS			
tended. Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram wh MENT TO BE RECEIVED AT THE PLACE DESIG IN REJECTION OF YOUR OFFER. If by virtue of letter, provided each telegram or letter makes refere	copies of the amendration includes a reference to the NATED FOR THE RECEIP of this amendment you desire	nent; (b) By acknowledg he solicitation and amend TOFOFFERS PRIOR T	ing red Iment O TH	ceipt of this a numbers, FA E HOUR ANI bmitted, such	mendment on e ILURE OF YO D DATE SPECI I change may be	ach copy of UR ACKNON FIED MAY I	the offer WLEDG- RESULT egram or
12. ACCOUNTING AND APPROPRIATION DATA		ms amendment, and is to	,0,10u	prior to the c	poining nous as		
See Block 14				•			
13. THIS ITEM AI	PPLIES ONLY TO MOD	IFICATIONS OF CO	VTR/	ACTS/ORDE	ERS,		
W) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A.	THE CONTRACT/ORD	rity) THE CHANGES SE	TFO	RTH IN ITEM	I 14 ARE MAD	E IN THE CO	ON-
B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN I'C. THIS SUPPLEMENTAL AGREEMENT IS				TIVE CHANG .103(b).	SES (such as ch	inges in payi	ng office,
X FAR 43.103(a) (3) and F				TFARS	1.670,		
D. OTHER (Specify type of modification and	authority) R	atification (ì	Unautho	rized Co	ommitme	ents
	is required to sign th						
14. DESCRIPTION OF AMENOMENT/MODIFICA 21 0 7025 0000 0 57-1090	TION (Organized by UCFs 192343.00000	2572 000000 1	DEH	itation/contro RHM0256 4,748.2	H150 S2	er where feas 3037 Y3	ible.) 39000
21 0 2020 0000 0 57-1090	815794.J9000			RPM1008	J140 DJ		23037
	•				ž	= = = = = = = = = = = = = = = = = = = =	
					10		
					· (C.)	CORTHA	
					\$- \$-		
Except as provided herein, all terms and conditions	of the document referenced	d in Item 9A or 10A, as h	eretoi	fore changed,		ged and in fu	ill force
and effect. 15A. NAME AND TITLE OF SIGNER (Type or pr		16A. NAME AND TIT			10	g ²² an	•
JOHN K. DAVIS, GENERAL MANA	GER	PAULE	TTE	BLOCH		,	
158. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B. UNITED STATE	S OF	AMERICA	120 1	16C. DATI	SIGNED
(Signature of person authorized to sign)	4/25/91	BY Signatur	e of C	Contracting O	ficer)	104/2	9/9/

Modification No. P00003 to DABT31-89-C-0030 Fage 2 of 2

The above cited contract for Electric Service at Fort Leonard Wood, Missouri is hereby modified as follows:

- 1. This modification serves to make funds available for payment of an unauthorized commitment processed in accordance with ratification procedures set forth in the Federal Acquisition Regulation (FAR) and supplements thereto.
- 2. The work performed and ratified consists of (1) construction of Government-owned equipment/facilties at Substation 5 and (2) purchase of a breaker for Substation 2. Issuance of this modification does not incorporate such work into the contract; it only provides an avenue for payment of said work. Further, issuance of this modification does not allow future performance of construction (government owned equipment/facilities) or supply in nature work under the terms and conditions of the electric utility service contract.
- 3. The total amount of the ratification action is \$120,355.58. A partial payment in the amount of \$10,832.00 was made in August 1990, leaving a balance due of \$109,523.58. Therefore, funds in the amount of \$109,523.58 are herewith obligated for payment of the work.
- 4. All warranties applicable to this work shall remain in full force and effect in accordance with industry standards.
- 5. Remuneration of \$109,523.58 by the Government to the Contractor constitutes full and final payment for the work performed and ratified. The contractor hereby releases the Government from any and all liability under this contract for further claims of additional payment attributable to this action.
- 6. All terms and conditions of the contract and modifications thereto remain unchanged.

, Amendment of our continues	MODIFICATION O		ONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 91JAN01	REQUISITION/PURCE	HASE REQ. NO. 5. PROJEC	T NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 654 P.O.C.: Darlene Pembertor	173-0140 n (314) 596-71			
8. NAME AND ADDRESS OF CONTRACTOR (No.,	, street, county, State and Z	P Code)	() 9A. AMENDMENT OF SC	LICITATION NO.
Sho-Me Power Corporation 310 West Jackson Marshfield, MO 65706			9B. DATED (SEE ITEM 1 10A. MODIFICATION OF NO. X DABT31-89-C-0 10B. DATED (SEE ITEM	CONTRACT/ORDER
CODE	FACILITY CODE		89JUN12	
CODE 11 THIS ITE	M ONLY APPLIES TO A	MENDMENTS OF SC		
II. IHIS IIE	WI UNLT APPLIES TO A	MAICHANIAICIA 19 OL 2C	/LICHATIONS	
Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning	copies of the amendmich includes a reference to the NATED FOR THE RECEIP of this amendment you desire nee to the solicitation and the (If required) OOO S23037 DKC: PPLIES ONLY TO MODITHE CONTRACT/ORDITHE ON TO THE CONTRACT/ORDITHE ON THE CONTRACT/ORDITHE	rent; (b) By acknowledging solicitation and amendation of OFFERS PRIOR TO the change an offer alreading amendment, and is received. P NO FICATIONS OF CONER NO. AS DESCRIBITED THE CHANGES SET TAPPS 1, 2, as EFLECT THE ADMINIST THE AUTHORITY OF FARMER SOLICITIES.	ng receipt of this amendment or ment numbers. FAILURE OF YOTHE HOUR AND DATE SPECTY SUBMITTED BY	n each copy of the offer OUR ACKNOWLEDG-CIFIED MAY RESULT be made by telegram or and date specified.
E. IMPORTANT: Contractor XX is not, 14. DESCRIPTION OF/AMENDMENT/MODIFICA The above cited contract is hereby modified as fold 1. The accounting and append for during Fiscal Year	TION (Organized by UCF se for Electric S lows: propriation da	ction headings, including ervice at For ta applicable	rt Leonard Wood,	itter where feasible.) Missouri,
2112020.0000 57-109	0 P810000 S230	37 DKCP	allan (Retter
			Army Power Procuren Officer Representative	- 1 V 8300 40A
Except as provided herein, all terms and conditions	of the document referenced	in Item 9A or 10A, as he	retofore changed, remains unch	anged and in full force
and effect. 15A. NAME AND TITLE OF SIGNER (Type or pri			E OF CONTRACTING OFFICE	
	_	PAHLET	TE BLOCH	•
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES		16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature	of Contracting Officer)	-05 tel

Modification No. P00002 to DABT31-89-C-0030 Page 2 of 3

- 2. Attached Page No. 35b, Sho-Me Power Corporation 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis), is incorporated into and made a part of the contract.
- 3. Effective for calendar year January 1, 1991, through December 31, 1991, the Average Billing Demand shall be increased from 29,661 Kilowatt Demand Hours (KWD) to 30,044 KWD; an increase of 383 KWD. As a result, the minimum monthly demand charge is increased by \$2,368.86 from \$183,453.29 to \$185,822.15. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
- 4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.
- 5. All other terms and conditions of the contract and modifications thereto remain unchanged.

Modification No. P00002 to DABT31-89-C-0030 Page 3 of 3

Sho-Me Power Corporation 36 Month Average Billing Demand Analysis

Ft.	Le	onai	d W	<i>l</i> oo	d
				eal	
			P	eric)C
	30,0	44			

	٠		
	Aug-90	32,400	Aug-90
Billing Demand	Jul-90	31,800	Jul-90
Effective January,	Jun-90	29,600	Jun-90
1991 (computed on	May-90	29,600	Jul-89
a coincidental	Apr-90	29,600	Jul-89
peak basis, for a	Mar-90	29,600	Jul-89
36 month period	Feb-90	29,600	Jul-89
ending in August,	Jan-90	29,600	Jul-89
1990)	Dec-89	29,600	Jul-89
,	Nov-89	29,600	Jul-89
	Oct-89	29,600	Jul-89
	Sep-89	29,600	Jul-89
	Aug-89	29,600	Jul-89
	Jul-89	29,600	Jul-89
	Jun-89	29,600	Aug-88
	May-89	29,600	Aug-88
	Apr-89	29,600	Aug-88
	Mar-89	29,600	Aug-88
	Feb-89	29,600	Aug-88
	Jan-89	29,600	Aug-88
	Dec-88	29,600	Aug-88
	Nov-88	29,600	Aug-88
	Oct-88	29,600	Aug-88
	Sep-88	29,600	Aug-88
	Aug-88	29,600	Aug-88
	Jul-88	30,600	Aug-87
	Jun-88	30,600	Aug-87
	May-88	30,600	Aug-87
	Apr-88	30,600	Aug-87
	Mar-88	30,600	Aug-87
	Feb-88	30,600	Aug-87
	Jan-88	30,600	Aug-87
	Dec-87	30,600	Aug-87
	Nov-87	30,600	Aug-87
	Oct-87	30,600	Aug-87
	Sep-87	30,600	Aug-87

2. AMERIMANY AND DIFFER TO BY CODE 1. STATE OF THE PROPERTY O	AMENDMENT OF SOLICITATION				ONTRACT ID CODE	PAGE OF PAGES
ADMINISTERED BY If other man Item 4 CODE			4. REQUISITION/PURC	IASE	REQ. NO. 5. PROJECT	NO. (If applicable)
Directorate of Contracting Post Office Box 140 P.O.C.: Mary Ann Nagel (314) 598-7111 F. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIF Code) F. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIF Code) F. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIF Code) F. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIF Code) F. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIF Code) F. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIF Code) J. THE CODE OF COUNT OFFER, If by virue, of his amendment you dead to contract and amendment numbers. FAILURE OF YOUR ACKNOWLEDGE AND ADDRESS OF CONTRACTOR AND ADDRESS OF COUNTRACTOR (No. state and ZIF Code) J. THE CODE OFFER, If by virue of his amendment you dead to change an offer all resolution and contract of the code of	C ICCLED BY		7. ADMINISTERED BY (If ot	her than Item 6)	
Sho-Me Power Corporation Mr. Jerry Divin, President 310 West Jackson Marshfield, MO 68706 DARTS1-88-0-0030 The show numbered solicitation is senedate as the forth in term 14. The hour and date specified for receipt of Offers is extended, is not extended. The show numbered solicitation is mended as the forth in term 14. The hour and date specified for receipt of Offers is extended, is not extended. Set our pleting Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of Offers is extended, is not ex- tended. Set our pleting Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of Offers of the Set our pleting Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of Offers of the Set our pleting Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of Offers of the Set our pleting Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of Offers of the Set our pleting Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of Offers of the Set our pleting Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of Offers Offers (b) By acknowledging receipt of Offers Offers (b) By acknowledging receipt of the amendment of the set our pleting Items and the amendment of the set our pleting Items and the set of the Set our pleting Items and the set of the Set our pleting Items and the set of the Set our pleting Items and the set of the Set our pleting Items and the set of the Set our pleting Items and the set of the Set our pleting Items Item	Directorate of Contracting Fost Office Box 140 Fort Leonard Wood, MO 65	473-0140	. •		CODE	
Mrshfield, MO 65706 Set Darke Set Dar	8. NAME AND ADDRESS OF CONTRACTOR (No.	street, county, State and Z	IP Code)	(﴿)	9A. AMENDMENT OF SOL	ICITATION NO.
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is smended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended, other products of the smendment of the solicitation or as amended, by once of the following methods: (a) By completing items as and 15 and raturning coolege of the amendment in: (b) By schowodeging receipt of this amendment on each copy of the offer smust acknowledge receipt of the smendment price of the amendment; (b) By schowodeging receipt of this amendment one each copy of the offer smendment in: (c) By completing items as an 15 and raturning coolege of the amendment; (b) By schowodeging receipt of this amendment one each copy of the offer smendment in the solicitation of the smendment price of prices price of the smendment price of prices price of the smendment price of the smendment price of prices of prices of prices of the smendment price of prices of prices of prices of prices of the smendment price of prices of pri	Sho-Me Power Corporation Mr. Jerry Divin, Presiden 310 West Jackson	t		х	DABT31-89-C-0	CONTRACT/ORDER
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Is not extended. In provided process of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (b) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEGGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFERS, if by virtue of this amendment you desire to change an effect of the opening hour and date specified. ITEM TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT OF THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT OF THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT OF THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT OF THE CHANGE OF THE CHANGE SET OF THE HOUR AND DATE SPECIFIED MAY RESULT OF THE CHANGE O					1	
Offers must schnowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEGGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. It by writing this amendment you desire to change and first already submitted, such change analyse he made by sleggam or letter, provided each telegram or letter makes reference to the solicitation and this smandment, and is received and change analyse he made by sleggam or letter, provided each telegram or letter makes reference to the solicitation and this smandment, and is received. 2.10.20.20.00.00 57-10.90 P810.00.0 \$2.30.37 DKCP NO CHANGE 13. ACCOUNTING AND APPROPRIATION DATA (If required) 2.10.20.00.00 57-10.90 P810.00.0 \$2.30.37 DKCP NO CHANGE 13. THIS DIAMOE GREEN PRIVATE APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. 3. THIS CHANGE GREEN PRIVATE PRIVATE PRIVATE AND CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACTOR OF THE ASSOCIATION OF THE ASSO	11. THIS ITE	M ONLY APPLIES TO A	AMENDMENTS OF SC	OLIC	TATIONS	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor XX is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Contract Number DABT31-89-C-0030 for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: 1. Insert attached Page Number 35a August, 1989, Billing Demand calculations to show the average of the previous 36 monthly billing demands. Approved Alan D. Butcher Army Power Procurement Officer Representative 28 MAR 1990 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA 27 Tel. 7	tended. Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram who MENT TO BE RECEIVED AT THE PLACE DESIGN IN REJECTION OF YOUR OFFER. If by virtue cletter, provided each telegram or letter makes reference. 12. ACCOUNTING AND APPROPRIATION DATA 2102020.0000 57-1090 P810 13. THIS ITEM AF IT MODIFIES W) A. THIS CHANGE ORDER IS ISSUED PURST TRACT ORDER NO. IN ITEM 10A. Yages 3-5, II., Paragraphs	prior to the hour and date scopies of the amendmich includes a reference to the NATED FOR THE RECEIP of this amendment you desirate to the solicitation and the content of the con	specified in the solicitation then; (b) By acknowledging the solicitation and amend of the solicitation and amend of the solicitation and amend of the solicitation and service to change an offer alreadis amendment, and is record to the solicitation of the solicitation and amend of the solicitation and ame	n or a ng re ment of TH dy su eived ANG TRAED TO THE CH	as amended, by one of the foceipt of this amendment on expenses. FAILURE OF YOUR AND DATE SPECI bmitted, such change may be prior to the opening hour and TEMPORT OF THE MADE ARGES, ALTHINITEM 14 ARE MADE ARGES, 3. ALT	each copy of the offer DUR ACKNOWLEDG-FIED MAY RESULT e made by telegram or and date specified.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Contract Number DABT31-89-C-0030 for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows: 1. Insert attached Page Number 35a August, 1989, Billing Demand calculations to show the average of the previous 36 monthly billing demands. Approved Army Power Procurement Officer Representative 2 8 MAR 1990 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY TALLELLE ALL TO THE SIGNED 16C. DATE SIGNED 16	C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUAI			TIVE CHANGES (such as ch	inges in paying office,
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 177-26. 9	14. DESCRIPTION OF AMENDMENT/MODIFICA Contract Number DABT31-89 Missouri, is hereby modif 1. Insert attached Page	TION (Organized by UCF se -C-0030 for El ied as follows Number 35a	ection headings, including lectric Servi 3: August, 1989 e previous 36	solic Ce	itation/contract subject mate at Fort Leonal Billing Demand onthly billing Man O. B.M.	ter where feasible.)
PAULETTE BLOCH 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY THE STATES OF AMERICA 177-26 9	and effect.		Officer Re	O))T(sentative 28 MA	
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA 277eh 9	13M. IAMINE MINU III LE OF SIGNER (1398 OF PA	**************************************				
		15C. DATE SIGNED	BY TALL	OF L	AMERICA DOL	16C. DATE SIGNED

Modification No. P00001 to DABT31-89-C-0030 Page 2 of 2

- 2. For calendar year January 1, 1990 through December 31, 1990, the Average Billing Demand shall be increased from 28,439 Kilowatt Demand Hours (KWD) (previous 1989 calendar year) to 29,661 KWD; an increase of 1,222 KWD. As a result, the minimum monthly demand charge shall be increased from \$175,895.22 (previous 1989 calendar year) to \$183,453.29; an increase of \$7,558.07. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand shall remain unchanged.
- 3. For billing period ending in Fiscal Year (FY) 1991 or October 1, 1990 through December 31, 1990 electric service, a modification to this contract shall be issued in FY 1991 to cite the appropriate Accounting and Appropriation Data. The Government's obligation under this contract beyond 30 September 1990 is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- 4. APPROVAL OF CONTRACT (MAR 1989) (FAR 52.204-1) This contract is subject to the written approval of the Army Power Procurement Office and shall not be binding until so approved.
- 5. All other terms and conditions of this contract and modification thereto shall remain unchanged.

Ft. Leonard Wood

• •	•	i I	Peak	
	ا سستماد	 	Period	
Sho-Me Power Corpor	ation .	, ; * * * * * * * * * * * * * * * * * * *		
Billing Demand	1990	29,661		. 4
Effective January,	1770	,,		
(computed on a	Aug-89	29,600	Jul-89	
coincidental peak	Jul-89	29,600	Jul-89	
basis, for a 36	Jun-89	29,600	Aug-88	
month period	May-89	29,600	Aug-88	
ending in	Apr-89	29,600	Aug-88	!
August, 1989)	Mar-89	29,600	Aug-88	
	Feb-89	29,600	Aug-88	1
	Jan-89 -		Aug-88	
uni ±uni in i		29,600	Aug-88	:
	Dec-88	29,600	Aug-88	:
	Nov-88 Oct-88	29,600	Aug-88	:
		29,600	Aug-88	
	Sep-88	29,600	Aug-88	
	Aug-88 Jul-88	30,600	Aug-87	•
	Jun-88	30,600	Aug-87	
•	May-88	30,600	Aug-87	
•	Apr-88	30,600	Aug-87	•
	Mar-88	30,600	Aug-87	
	Feb-88	30,600	Aug-87	1
	Jan-88	30,600	Aug-87	
	Dec-87	30,600	Aug-87	•
	Nov-87	30,600	Aug-87	
	Oct-87	30,600	Aug-87	1
	Sep-87	30,600	Aug-87	
	Aug-87	30,600	Aug-87	;
	Jul-87	29,800	Jul-87	;
	Jun-87	28,600	Jul-86	;
	May-87	28,600	Jul-86	į
	Apr-87	28,600	Jul-86	;
	Mar-87	28,600	Jul-86	1
	Feb-87	28,600	Jul-86	!
	Jan-87	28,600	Jul-86	1
	Dec-86	28,600	Jul-86	;
	Nov-86	28,600	Jul-86	;
	Oct-86	28,600	Jul-86	;
	Sep-86	28,600	Jul-86	9 1
	Jeh oo	,,		

UTILITY SERVICE CONTRACT

Department of the Army

Contract Number DABT31-89-C-0030

Fort Leonard Wood. Missouri Premises to be Served

SHO-ME Power Corp. Contractor

Marshfield. MO 65706 Contractor's Address

Premises are: (XX) Government owned and SHO-ME Power Corp. owned as reflected herein.

() Government leased

Estimated annual cost \$5,132,802.00. Bills will be rendered to Directorate of Engineering and Housing at monthly intervals.

Payments will be made by Finance & Accounting Division, Building 408, Fort Leonard Wood, MO 65473-5000.

Appropriation Chargeable: 815794.J3000

THIS CONTRACT is entered into as of 1 June 1989 by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this contract, and SHO-ME Power Corp., whose address is Marshfield, MO 65706 hereinafter called the Contractor.

This contract is negotiated pursuant to 10 U.S.C. 2304(c)(1).

- I. SCOPE. Subject to the terms and conditions hereinafter set forth, the Contractor shall furnish, and the Government shall purchase and receive, electric service (hereinafter called service) requested by the Government from the Contractor at the premises to be served hereunder (hereinafter called the service location), in accordance with the General and Technical Provisions and the electric service specifications attached hereto and made a part thereof.
- II. TERM. This contract shall continue in effect until terminated at the option of the Government by the giving of written notice not less than 30 days in advance of the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

SHO-ME POWER CORP.

BY LIY

JERRY DIVIN
Typed Name

TITLE President

Sho-Me Power, Incorporated

ATTEST:

ANCEL E. FRY
Secretary

Sho-Me Power, Incorporated

UNITED STATES OF AMERICA

Signature of Contracting Officer and Date

M.G. SPEARS Contracting Officer

\coroved.

Army Power Procurement

Officer Representative

1 2 JUN 1989

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE

I. TECHNICAL PROVISIONS.

1. MEASUREMENT OF SERVICE.

- (a) All service furnished by the Contractor shall be measured by metering equipment of standard manufacture, furnished, installed, maintained, calibrated, and read by the Contractor at his expense. When more than a single meter is installed at the service location, the readings thereof shall be billed conjunctively. In the event that any meter fails to register or registers incorrectly, the quantity of service delivered through it during that period shall be determined and an equitable adjustment based thereon shall be made in the Government's bills (for this purpose any meter which registers not more than two (2) percent slow or fast shall be deemed correct). Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the 'Disputes' clause of this contract.
- (b) The Contractor shall read all meters at periodic intervals of approximately thirty (30) days. All billings based on meter readings of less than twenty-seven (27) days or more than thirty-two (32) days shall be prorated accordingly.

2. METER TEST.

The Contractor, at his expense, shall periodically inspect and test the meters installed by him, at intervals of no longer than one (1) year. At the written request of the Contracting Officer, the Contractor, in the presence of Government representatives, shall make additional tests of any or all meters. The cost of such additional tests shall be borne by the Government if the percentage of error is found to be not more than two (2) percent slow or fast. No meter shall be placed in service which on test registers in excess of one hundred (100) percent under normal operating conditions.

II. GENERAL PROVISIONS

1. PAYMENT.

- (a) The Contractor shall be paid by the designated disbursing officer for service furnished hereunder at the rates specified; PROVIDED, that the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the billing period in which service is initially furnished and continuing until this contract is terminated, except that the minimum monthly charge shall be equitably prorated for the billing period in which commencement and termination of this contract shall become effective.
- (b) Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of the service rendered.

- (c) All bills for service shall be paid without penalty or interest except as required by law and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.
- (d) Invoices for service rendered hereunder shall contain statements of the meter readings at the beginning of the billing period, meter constants, consumption during the billing period, and such other pertinent data as shall be required by the Government.
- (e) The Contractor hereby declares that rates are not in excess of the lowest rates now available to any existing or prospective customer under like conditions of service, or of the same classification, and agrees that during the life of this contract the Government shall continue to be billed at the lowest available rate for similar conditions of service.

2. RATES AND CHARGES.

- (a) For all service furnished under this contract to the service location the Government shall pay the Contractor at the rates specified in the rate schedule, Attachment 1, attached hereto and made a part of this contract.
- (b) For purposes of charges under this paragraph 2, any demands due to faulty operation of, or to excessive or fluctuating pressure on, the Contractor's system shall not be included as part of the Government's demand.

3. ALTERNATE A:

PUBLIC REGULATION AND CHANGE OF RATES.

(a) Public Regulation. Service furnished under this contract shall be subject to regulation - - in the manner and to the extent prescribed by law - - by any Federal, state or local regulatory commission having jurisdiction. A copy of the Contractor's current existing rates (including changes) shall be furnished promptly to the Contracting Officer upon request.

(b) Change of Rates.

(i) If, during the term of this contract, the public regulatory commission having jurisdiction receives for filing in authorized manner any change in the rate schedule stipulated herein directly or by reference which result in higher or lower charges for service, the Contractor shall continue to furnish service as stipulated in this contract and the Government shall pay for service at the higher or lower charges from the effective date thereof, subject to judicial appeal.

- (ii) In the event the Contractor, during the term of this contract, shall make effective any new or amended rate schedule, not incorporated herein directly or indirectly, applicable to any like condition of service furnished under this contract, which contains a lower rate or conditions more favorable to the Government, the Contractor shall forward to the Contracting Officer a copy of the new or amended rate schedule within fifteen (15) days after the effective date thereof, and upon receipt of written request from the Government shall substitute the new or amended rate schedule for the rate schedule then in effect under this contract, commencing with the billing period in which the written request is received.
- (iii) In the event of a permanent change in the class of service furnished the Government under this contract, service shall, effective sixty (60) days after written request is made by either party or at such time as may be agreed upon, be furnished at the lowest available rate schedule of the Contractor which is applicable to the class of service furnished following the permanent change.
- (iv) The Contractor shall give the Contracting Officer written notice of the filing of an application for rate changes concurrently with the filing of an application. The notice shall fully describe the proposed rate change.
- (v) In the event that the regulatory body promulgates any regulation not concerning rates which materially affects this contract, the Contractor shall immediately notify the Contracting Officer.
 - 4. CHANGE IN VOLUME OR CHARACTER OF SERVICE.

The Contracting Officer shall give reasonable notice to the Contractor respecting any material changes anticipated in the volume or characteristics of the utility service required at each location.

5. CONTINUITY OF SERVICE AND CONSUMPTION.

(a) The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at the service location, but shall not be liable to the Government for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities; PROVIDED, that when any failure, suspension, diminution, or variation of service shall aggregate more than one (1) hour during any billing period hereunder, an equitable adjustment shall be made in the monthly rates specified in this contract (including the minimum monthly charge).

- (b) In the event the Government is unable to operate the service location in whole or part for any cause beyond its control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, or strikes, an equitable adjustment shall be made in the monthly rates specified in this contract (including the minimum monthly charge) if the period during which the Government is unable to operate the service location in whole or in part shall exceed fifteen (15) days during any billing period hereunder.
- (c) No minimum billing demand costs will be assessed in the event the Government terminates this contract by providing a 24 month advance notice of a projected drop in minimum demand below 50% of the installed rated capacity or termination under Paragraph II. Minimum billing demand costs will be reduced by one month for each additional month's advance notice of a projected drop in minimum demand below 50% of installed rated capacity or termination.

6. CONTRACTOR'S FACILITIES.

- (a) The Contractor, at his expense, shall furnish, install, operate and maintain all facilities required to furnish service hereunder to, and to measure the service at, the point of delivery specified in the Utility Service Specifications. Title to all of these facilities shall remain in the Contractor and he shall be responsible for all loss of or damage to those facilities except that arising out of the fault or negligence of the Government, its agents or its employees. All taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation, or maintenance of these facilities, shall be assumed by the Contractor.
- or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor required to be located upon Government premises. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to these facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for the national security.
- (c) The facilities shall be removed and Government premises restored to their original condition, ordinary wear and tear excepted, by the Contractor at his expense within a reasonable time after the Government shall revoke the permit herein granted and in any event within a reasonable time after termination of this contract; PROVIDED, that in the event of termination due to fault of the Contractor these facilities may be retained in place at the option of the Government until service comparable to that provided for hereunder is obtained elsewhere.

7. DEFINITIONS (APR 1984) (FAR 52.202-1)

- (a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and, in the Department of Defense, the Under Secretary and any Assistant Secretary of the Departments of the Army, Navy, and Air Force and the Director and Deputy Director of Defense agencies; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.
- (b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

8. OFFICIALS NOT TO BENEFIT (APR 1984) (FAR 52.203-1)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

9. GRATUITIES (APR 1984) (FAR 52.203-3)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative -
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled --
- (1) To pursue the same remedies as in a breach of the contract; and

- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10. COVENANT AGAINST CONTINGENT FEES (APR 1984) (FAR 52.203-5)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor purposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

*Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

*Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

- 11. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985) (FAR 52.203-6)
- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract.

12. APPROVAL OF CONTRACT (MAR 1989) (FAR 52.204-1)

This contract is subject to the written approval of the Army Power Procurement Office and shall not be binding until so approved.

13. SECURITY REQUIREMENTS (APR 1984) (FAR 52.204-2)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the Department of Defense Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

14. CONFLICTS (APR 1984) (FAR 52.208-3)

To the extent of any inconsistency between the terms of this contract and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

15. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984) (FAR 52.215-1)

- (a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.
- (b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

- (c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.
- (d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (l) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.
 - 16. CONVICT LABOR (APR 1984) (FAR 52.222-3)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

- 17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION (MAR 1986) (FAR 52.222-4)
- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act. (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

18. EQUAL OPPORTUNITY (APR 1984) (FAR 52.222-26)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EE0-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
- (8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

- (10) The Contractor shall include the terms and conditions of subparagraph (b)(l) through (ll) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; PROVIDED, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.
 - 19. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
 (FAR 52.222-28)

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

- 20. CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAR 1989) (FAR 52.223-5)
 - (a) Definitions. As used in this provision,

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

'Employee' means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will -
- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish a drug-free awareness program to inform such employees about -
 - (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees in the statement required by subparagraph (b)(l) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will --
 - (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
 - 21. DRUG-FREE WORKPLACE (MAR 1989) (FAR 52.223-6)
 - (a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-Free Workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

'Employee' means an employee of a contractor directly engaged in the performance of work under a Government contract.

'Individual' means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall -
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish a drug-free awareness program to inform such employees about -
 - (i) The dangers of drug abuse in the workplace;
- (ii) The contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will --
 - (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace;

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

22. ASSIGNMENT OF CLAIMS (JAN 1986) (ALTERNATE I) (FAR 52.232-23)

- U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

23. PROMPT PAYMENT (APR 1989) (FAR 52.232-25)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as

being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term 'foreign vendor' means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

- (1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.
- (2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:
- (i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182 (3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.
- (ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

- (iii) The due date for dairy products, as defined in section lll(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.
- under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a) (6) of this clause.
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
- (viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).
- (5) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a) (5) (i) through (a) (5) (iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (6) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other Government authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraphs (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.
- might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event the actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- (ii) The following periods of time will not be included in the determination of an interest penalty:

- (A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).
- (B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.
- (iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause 52.233-1, Disputes.
- (7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a) (6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.
- (8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor --
 - (i) Is owed an interest penalty;
- (ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
- (iii) Makes a written demand, not later than 40 days after the date the invoice amount if paid, that the agency pay such a penalty.
 - (b) Contract Financing Payments.
- (1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

- (2) For contracts that provide for contract financing, requests for payments shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.
- (3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contact financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.
- (4) Contract financing payments shall not be assessed an interest penalty for payment delays.
- (c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
 - 24. DISPUTES (APR 1984) (FAR 52.233-1)
- (a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

- (2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that -
 - (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
- (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
- (3)(i) If the Contractor is an individual, the certification shall be executed by that individual.
- (ii) If the Contractor is not an individual, the certification shall be executed by -
- (A) A senior company official in charge at the contractor's plant or location involved; or
- (B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

25. DRUG-FREE WORK FORCE (SEP 1988) (DOD FAR SUPPLEMENT 252.223-7500)

(a) Definitions. Employee in a sensitive position, as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

"Illegal drugs", as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

- (b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, Contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) below that are designed to achieve the objectives of this clause.
- (c) Contractor programs shall include the following, or appropriate alternatives:
- (1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;
- (2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;
- (3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;
- (4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:
- for testing for the use of illegal drugs by employees in sensitive positions.

 The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

- (ii) In addition, the Contractor may establish a program for employee drug testing --
- (A) When there is a reasonable suspicion that an employee uses illegal drugs; or
- (B) When an employee has been involved in an accident or unsafe practice;
- (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
- (D) As part of a voluntary employee drug testing program.
- (iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
- (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the 'Mandatory Guidelines for Federal Workplace Drug Testing Programs' (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.
- (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
- (e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local laws, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.
 - 26. BUY AMERICAN BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 1980)
 (DOD FAR SUPPLEMENT 252.225-7000)
- (a) The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act and Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

Excluded End Products

Line_Item_No.	Country_of_Origin
was man haar dags allow haar yalle aans onles came water galle dalle state state state.	الله المال
(List as necessary	was now and wise was now have they had not then the first first first

- (b) Offers will be evaluated by giving certain preferences to domestic end products and foreign qualifying country end products over foreign nonqualifying country end products. In order to obtain such preferences in the evaluation of each excluded end product listed in (a) above, it is necessary that offerors identify and certify, below, those excluded end products identified above that are qualifying country end products or they will be deemed nonqualifying country end products. Offerors must certify by inserting the applicable line item numbers in the appropriate brackets:
- (i) The offeror certifies that the following supplies qualify as "participating country end products" as that term is defined in the clause entitled "Buy American Act and Balance of Payments Program."

(Insert line item no.)

(ii) The offeror certifies that the following supplies qualify as 'FMS/offset arrangement country end products' as that term is defined in the clause entitled 'Buy American Act and Balance of Payments Program,' if the Government makes the necessary waivers.

(Insert line item no.)

(iii) The offeror certifies that the following supplies qualify as "defense cooperation country end products" as that term is defined in the clause entitled "Buy American Act and Balance of Payments Program."

(____)
(Insert line item no.)

(c) Offers will be evaluated in accordance with the policies and procedures of FAR Part 25 and DOD FAR Supplement Part 225.

- 27. BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 1985)
 (DOD FAR SUPPLEMENT 252.225-7001)
- (a) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) and the Department of Defense Balance of Payments Program by providing a preference to domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as qualifying country end products. For the purpose of this clause --
- (i) "Components" means those articles, materials, and supplies directly incorporated into end products.
- (ii) 'Qualifying country component' means (A) an item mined, produced, or manufactured in a participating country or in an FMS/Offset arrangement country when the applicable D&F has been made waiving the Buy American Act restrictions; or (B) any item listed in a defense cooperation country agreement.
- (iii) "End products" means those articles, materials, and supplies to be acquired for public use under the contract. As to a given contract, the end products are the items to be delivered to the Government, as specified in the contract, including supplies to be acquired by the Government for public use in connection with service contracts but excluding installation and other services to be performed after delivery.
- *Domestic end product* means (A) an unmanufactured end product which has been mined or produced in the United States, or (B) an end product manufactured in the United States if the cost of its qualifying country components and its components which are mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (A) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (B) as to which the Secretary concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (v) 'Foreign end product' means an end product other than a domestic end product.

- (vi) "Qualifying country end product" means (A) a participating country end product; (B) an FMS/Offset arrangement country end product when the applicable Determination and Findings has been made waiving the Buy American Act restrictions; or (C) a defense cooperation country agreement listed item.
- (vii) "Participating country end product" means (A) an unmanufactured end product mined or produced in a participating country, or (B) an end product manufactured in a participating country if the cost of its qualifying country components and its components mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and any duty whether or not duty is, in fact, paid.
- (viii) *FMS/Offset arrangement country end product means (A) an unmanufactured end product mined or produced in an FMS/Offset arrangement country, or an end product manufactured in an FMS/Offset arrangement country if the cost of its qualifying country components and its components which are mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and any duty whether or not duty is, in fact, paid. To obtain the waivers necessary to accord preferential treatment for an FMS/Offset arrangement country end product, see the procedures at DOD FAR Supplement 225.7310(c)(2)(i).
- (ix) "Defense cooperation country end product" means an item listed in the defense cooperation country agreement and produced in that country.
- (b) The Contractor agrees that there will be delivered under this contract only domestic end products <u>unless</u>, in its offer, it specified delivery of foreign end products in the clause entitled "Buy American Act and Balance of Payments Program Certificate." An offer certifying that a qualifying country end product will be supplied requires the Contractor to supply a qualifying country end product or, at the Contractor's option, a domestic end product. An offer based on supplying a nonqualifying country end product, if accepted, will permit the contractor to supply a product without regard to the requirements of this clause.
- (c) Offers will be evaluated in accordance with the policies and procedures of FAR Part 25 and DOD FAR Supplement Part 225.
- (d) Generally, when the Buy American Act is applicable, each nonqualifying country offer of defense equipment shall be adjusted for the purpose of evaluation by: (i) adding 50% of the offer, exclusive of duty; (ii) adding 6% of the offer, inclusive of duty, if a domestic offer is from a large business that is not a labor surplus area concern; or (iii) adding 12% of the offer, inclusive of duty, if the domestic offer is from a small business concern or any labor surplus area concern. Evaluation will be inclusive or exclusive of duty whichever results in the greater evaluated price. See DOD FAR Supplement 225.1 for procedures and exceptions.

(e) Generally, when the Balance of Payments Program applies, each nonqualifying country offeror of defense equipment shall be adjusted for the purpose of evaluation by increasing the offer by 50%. See DOD FAR Supplement 225.3 for procedures and exceptions.

28. TERMINATION LIABILITY

- (a) Facilities. The Contractor shall furnish and install at his expense, the facilities described in Attachment 2, attached hereto and made a part hereof.
- (b) Ownership, Operation, and Maintenance of New Facilities. Unless purchased by the Government under the provisions of paragraph (e) of this provision, the facilities to be supplied by the Contractor shall be and remain the property of the Contractor, and at all times during the life of this contract or any renewals thereof shall be operated and maintained by the Contractor at his expense.
- (c) Termination by the Contractor. In the event the Contractor terminates this contract or defaults in performance, the Government shall have no obligation to pay the Contractor any amount for his connection obligation pursuant to the terms of this contract.
- (d) Termination Prior to Completion of Facilities. In the event the Government terminates this contract prior to completion of the facilities provided for herein, the Contractor shall be paid fair compensation, exclusive of profit, for the work performed with respect to these facilities.
- (e) The Government shall give a two year written notice prior to the termination of this contract. If the notice is less than two years, the Government shall reimburse Sho-Me Power, Incorporated 50% of the maximum KW capacity for each month less than the two year specified period. This is based upon a 45,000 KW capacity.

29. SUPERSEDED CONTRACT

The Contractor and the Government mutually agree, upon commencement of services under this contract, that Contract No. DABDE23-73-C-0199, dated 59JAN30, as amended, which has provided the Government similar services, is hereby superseded, and will be terminated by supplemental agreement without penalty to either party. The Contractor further agrees to unconditionally waive any claim against the Government by reason of such termination, except for service billings due or to become due.

ELECTRIC SERVICE SPECIFICATIONS

- 1. SPECIFIC PREMISES TO BE SERVED: Fort Leonard Wood, Missouri
- 2. ESTIMATED SERVICE
 Estimated maximum demand: 36,190 KW
 Estimated annual consumption:123,000,000 KWH
 (The Government is in no way obligated to use nor is it restricted to the above estimate).
- 3. POINT OF DELIVERY: The point of delivery of service shall be Fort Leonard Wood, Missouri
- 4. DESCRIPTION OF ELECTRIC SERVICE.

Contractor will supply 3 phase 4 wire, 60 cycle, alternating, current at 12,470/7,200 volts. The voltage of Contractor's high tension line is 69KV. Substation transformers: normal capacity 45,000 KVA; overload capacity for 2 hours 63,000 KVA; delta or wye connected, high side Delta, low side WYE.

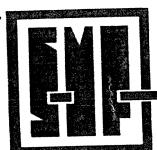
5. METERING AND BILLING.

Service will be measured at 12,470 volts by 1 watt hour meter and 1 demand meter.

6. ALTERATIONS AND ADDITIONS.

See Attachment 3 for Contractor-owned equipment. Reactive metering installed but not functional except for testing.

3.300 OAAMOE



SHO-ME POWER CORPORATION

MARSHFIELD, MISSOURI 65706

(417) 468-2615

JOHN K. DAVIS General Manager

FAX (417) 468-2611

January 13, 1988

Mr. Ron Pemberton Director, Engineering & Housing Building 2200 Fort Leonard Wood, Missouri 65473

Dear Ron:

Please find enclosed a copy of our most recent wholesale tariff submitted to the Missouri Public Service Commission which applies to your contract # DA BE 23-73-C-0199. This tariff reflects a change in the demand rate per KWD, moving from \$ 5.96 to \$ 6.185. There is no change to the energy charge, which has been priced at \$ 0.025 per KWH.

It is our wish that these changes be incorporated under our existing contract by adopting Modification 20.

Sho-Me Power Corporation does not anticipate a need for any additional rate modifications within the next calendar year.

Thank you for your assistance and please call if we need to provide further documentation.

Sincerely,

SHO-ME POWER CORPORATION

John Richards

Manager, Finance & Accounting

JR/rg

enclosures

2nd

Page 33 [Revised]

Cancelling P.S.C.MO No. 6

| Revised |

Oxidial SHEET No. 4

Sho-Me Power Corporation

. Name of Issuing Corporation

ATTACHMENT 1

See Page 2 Community, Town or City

ELECTRIC SERVICE

WHOLESALE SERVICE TARIFF

AVAILABILITY:

Available to Ft. Leonard Wood and all wholesale customers in the service area of the Corporation.

CHARACTER OF SERVICE:

Service shall be three phase, 60 cycle electrical power useful for the operation of the distribution system of the customer. voltage shall be at the primary transmission voltage of the Corporation if the substation is supplied by the customer or at the primary distribution voltage of the customer if the substation is supplied by the Corporation.

MONTHLY RATES:

Energy Charge:

\$ 0.025 for all KWH

Demand Charge:

\$ 6.185 per KW of average billing demand

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined by means of suitable instruments and shall be the highest thirty (30) minute interval demand established during that billing month or the eleven (11) months preceding that month.

DETERMINATION OF AVERAGE BILLING DEMAND:

Following the completion of August Billing Demand calculations, the average of the previous 36 monthly billing demands will be determined. This average billing demand will be utilized for the entire following calendar year. Each August a new average billing demand will be computed, to be applied the following January through December.

PRIMARY SERVICE DISCOUNT:

If service is supplied at the primary transmission voltage of the Corporation, a discount may apply to the stated rate.

POWER FACTOR:

Suitable instruments will be installed to measure power factor at each metering point. Should such measurements indicate that the power factor at the time of the maximum demand at that metering point is less than 90%, a power factor penalty shall be applied. This pen-

*Indicates new rate or text

+Indicates change

October 1, 1987 DATE OF ISSUE_ month day year ___DATE EFFECTIVE __January 1_

month day

DABT31-89-C-0030 Page 34 ATT MENT 1 _riginal | SHEET No._ FORM NO. 13 P.S.C.M.J. No. Revised Original SHEET No. 4.1 Cancelling P.S.C.MO. No. All Previous Sheets Revised-See Page 2 Sho-Me Power Corporation For_ Community, Town or Name of Issuing Corporation EFR 9 1097 ELECTRIC SERVICE MISSOURI WHOLESALE SERVICE RATE Public Service Commission alty shall be determined by applying the percentage deficiency to the measured monthly maximum demand and charged at the same rate as the average billing demand charge. FALED MAR 1 1987 EA0 966 Public Service Commission *Indicates new rate or text +Indicates change _ DATE EFFECTIVE March 1, 1987 February 9, 1987 DATE OF ISSUE

DATE OF ISSUE February 9, 1987

Manager, Finance & Accounting

ISSUED BY

Manager Finance & Accounting

	Actual Year & Month	Ft. Leonard Wood ******	Peak Month
8/88 36 month avg		28, 439	
	Aug-88 Jun-88 May-88 Apr-88 Apr-88 Feb-88 Jan-88 Dec-87 Nov-87 Oct-87 Sep-87 Aug-87 Jun-87 Jun-87 Apr-87 Apr-87 Apr-87 Apr-87 Apr-86 Nov-86 Oct-86 Sep-86 Aug-86	29,600 30,600 30,600 30,600 30,600 30,600 30,600 30,600 30,600 30,600 29,800 29,800 28,600 28,600 28,600 28,600 28,600 28,600 28,600 28,600 28,600 28,600 28,600 28,600	Aug-88 Aug-87 Aug-86 Jul-86
	Jul-86 Jun-86	28,600	7/86 8/85
	May-86 Apr-86 Apr-86 Feb-86 Jan-86 Dec-85 Nov-85 Oct-85 Sep-85	25, 400 25, 400 25, 400 25, 400 25, 400 25, 400 25, 400	8/85 8/85 8/85 8/85 8/85 8/85 8/85 8/85

ATTACHMENT 1

FY87	KWH USAGE	UNIT	MONTHLY USAGE CHARGE	MONTHLY KWD	KWD PAYING ON	DEMAND SET	UNIT COST	MONTHLY DEMAND CHARGE	TOTAL MONTHLY COST	AVERAGE COST PER KWH (USE & KWD)
20 TO	04C FBF 8	\$0.0250	\$219,581.00	21,200	28,600	JUL 86	\$5.545	\$158,587.00	\$378, 168.00	\$0.0431
OCT 86	8,783,240	\$0.0250	\$228,460.00	16,000	28,600		\$5.545	\$158,587.00	\$387,047.00	\$0.0424
NOV 86	9,138,400	\$0.0250	\$200,440.00	16,200	28,600	n	\$5.545	\$158,587.00	\$359,027.00	\$0.0448
DEC 86	8,017,600	\$0.0250	\$234,800.00	16,600	28,600	Ħ	\$5.545	\$158,587.00	\$393, 387.00	\$0.0419
JAN 87	9,392,000	\$0.0250	\$207,680.00	16,000	28,600	11	\$5.545	\$158,587.00	\$366, 267.00	\$0.0441
FEB 87	8,307,200	\$0.0250	\$222,740.00	15,400		NEW AVG	\$5.960	\$148,469.56	\$371,209.56	\$0.0417
MAR 87	8,909,600		\$203,260.00	15,600	24,911	#	\$5.960	\$148,469.56	\$351,729.56	
APR 87	8, 130, 400	\$0.0250	•	23,800	24,911	a	\$5.960	\$148,469.56	\$363,869.56	
MAY 87	8,615,000	\$0.0250	\$215,400.00 \$329,500.00	26,800	24,911	H	\$5.960	\$148, 469.56	\$477, 969.56	
JUN 87	13, 180, 000	\$0.0250	\$368,480.00	29,800	24, 911	#	\$5.960	\$148,469.56	\$516,949.56	
JUL 87	14,739,200	\$0.0250	•	30,600	24,911	n	\$5.960	\$148, 469. 56	\$528, 929.56	
AUG 87 SEP 87	15, 218, 400 9, 994, 400	\$0.0250 \$0.0250	\$380,460.00 \$249,860.00	23,800	24,911	W	\$5.960	\$148,469.56	\$398, 329.56	
•								•		
								*		
									W 100 ft 1	AVERAGE
FY88			MONTHLY		KWD			MONTHLY	TOTAL	COST PER
FY88	KUH IISOGE	UNIT COST	USAGE	MONTHLY KWD	PAYING CON	Demand Set	UNIT COST		TOTAL MONTHLY COST	
FY88	KWH USAGE	UNIT COST		MONTHLY KWD	PAYING			MONTHLY DEMAND	MONTHLY COST	COST PER KWH (USE & KWD)
MONTH	and the second s	COST	USAGE CHARGE	KMD	ON			MONTHLY DEMAND CHARGE	MONTHLY COST 	COST PER KWH (USE & KWD)
MONTH	8,205,600	\$0.0250	USAGE CHARGE \$205, 140.00	15,000	ON	SET	COST	MONTHLY DEMAND CHARGE	*353,609.56	COST PER KWH (USE & KWD)
MONTH OCT 87 NOV 87	8, 205, 600 8, 924, 800	\$0.0250	USAGE CHARGE \$205, 140.00 \$223, 120.00	15,000 15,800	PAYING ON 24,911	SET	COST \$5.960	MONTHLY DEMAND CHARGE \$148, 469. 56 \$148, 469. 56 \$148, 469. 56	\$353,609.5 \$371,589.5 \$349,809.5	COST PER KWH (USE & KWD)
MONTH OCT 87 NOV 87 DEC 87	8, 205, 600 8, 924, 800 8, 053, 600	\$0.0250 \$0.0250 \$0.0250	USAGE CHARGE \$205, 140.00 \$223, 120.00 \$201, 340.00	15,000 15,800 16,600	PAYING ON 24,911 24,911	SET I MAR 87 I "	\$5.960 \$5.960	MONTHLY DEMAND CHARGE \$148, 469. 56 \$148, 469. 56 \$148, 469. 56 \$162, 597. 47	\$353,609.5 \$371,589.5 \$349,809.5 \$391,297.4	COST PER KWH (USE & KWD) 5 \$0.0431 6 \$0.0416 5 \$0.0434 7 \$0.0428
MONTH OCT 87 NOV 87 DEC 87 JAN 88	8, 205, 600 8, 924, 800 8, 053, 600 9, 148, 000	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	USAGE CHARGE \$205,140.00 \$223,120.00 \$201,340.00 \$228,700.00	15,000 15,800 16,600 17,400	PAYING ON 24,911 24,911 24,911	SET I MAR 87 I " JAN 88	\$5.960 \$5.960 \$5.960	MONTHLY DEMAND CHARGE \$148, 469. 56 \$148, 469. 56 \$148, 469. 56 \$162, 597. 47 \$162, 597. 47	\$353,609.56 \$371,589.5 \$371,589.5 \$349,809.5 \$391,297.4 \$406,217.4	COST PER KWH (USE & KWD) 5 \$0.0431 6 \$0.0416 5 \$0.0428 7 \$0.0428 7 \$0.0417
MONTH OCT 87 NOV 87 DEC 87 JAN 88 FEB 88	8, 205, 600 8, 924, 800 8, 053, 600 9, 148, 000 9, 744, 800	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	\$205,140.00 \$223,120.00 \$223,700.00 \$228,700.00	15,000 15,800 16,600 17,400 17,400	24, 911 24, 911 24, 91 24, 91 26, 28	SET I MAR 87 I " JAN 88 9	\$5.960 \$5.960 \$5.960 \$6.185	MONTHLY DEMAND CHARGE \$148, 469. 56 \$148, 469. 56 \$148, 469. 56 \$162, 597. 47 \$162, 597. 47	\$353,609.56 \$371,589.5 \$371,589.5 \$349,809.5 \$391,297.4 \$406,217.4 \$370,517.4	COST PER KWH (USE & KWD) 5 \$0.0431 6 \$0.0416 6 \$0.0434 7 \$0.0428 7 \$0.0417 7 \$0.0446
MONTH OCT 87 NOV 87 DEC 87 JAN 88 FEB 88 MAR 88	8, 205, 600 8, 924, 800 8, 053, 600 9, 148, 000 9, 744, 800 8, 316, 800	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	\$205,140.00 \$223,120.00 \$223,700.00 \$21,340.00 \$228,700.00 \$243,620.00 \$207,920.00	15,000 15,800 16,600 17,400 17,400 16,000	PAYING ON 24,911 24,911 26,281 26,281	SET	\$5.960 \$5.960 \$5.960 \$6.185 \$6.185 \$6.185	#I48, 469. 56 \$148, 469. 56 \$148, 469. 56 \$148, 469. 56 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47	\$353,609.56 \$371,589.56 \$371,589.56 \$349,809.5 \$391,297.4 \$406,217.4 \$370,517.4 \$363,977.4	COST PER KWH (USE & KWD) 5 \$0.0431 5 \$0.0416 5 \$0.0434 7 \$0.0428 7 \$0.0446 7 \$0.0446 7 \$0.0452
MONTH OCT 87 NOV 87 DEC 87 JAN 88 FEB 88 MAR 88 APR 88	8, 205, 600 8, 924, 800 8, 053, 600 9, 148, 000 9, 744, 800 8, 316, 800 8, 055, 200	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	\$205,140.00 \$223,120.00 \$223,700.00 \$228,700.00 \$243,620.00 \$201,380.00	15,000 15,800 16,600 17,400 17,400 16,000 16,200	PAYING ON 24,911 24,911 24,911 26,281 26,281 26,281	SET	\$5.960 \$5.960 \$5.960 \$6.185 \$6.185	MONTHLY DEMAND CHARGE \$148, 469. 56 \$148, 469. 56 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47	\$353,609.5 \$371,589.5 \$371,589.5 \$349,809.5 \$391,297.4 \$406,217.4 \$370,517.4 \$363,977.4 \$346,999.9	COST PER KWH (USE & KWD) 5 \$0.0431 5 \$0.0416 5 \$0.0434 7 \$0.0428 7 \$0.0427 7 \$0.0452 7 \$0.0470
MONTH OCT 87 NOV 87 DEC 87 JAN 88 FEB 88 MAR 88 APR 88 MAY 88	8, 205, 600 8, 924, 800 8, 053, 600 9, 148, 000 9, 744, 800 8, 316, 800 8, 055, 200 7, 376, 100	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	\$205,140.00 \$223,120.00 \$223,120.00 \$201,340.00 \$228,700.00 \$243,620.00 \$207,920.00 \$201,380.00 \$184,402.50	15,000 15,800 16,600 17,400 16,000 16,200 15,800	PAYING ON 24, 911 24, 911 24, 911 26, 289 26, 289 26, 289 26, 289	SET	\$5.960 \$5.960 \$5.960 \$6.185 \$6.185 \$6.185	#I48, 469. 56 \$148, 469. 56 \$148, 469. 56 \$148, 469. 56 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47	\$353,609.56 \$371,589.56 \$371,589.56 \$349,809.56 \$391,297.46 \$406,217.46 \$370,517.46 \$363,977.46 \$345,999.96 \$457,917.46	COST PER KWH (USE & KWD) 5 \$0.0431 5 \$0.0416 5 \$0.0434 7 \$0.0428 7 \$0.0417 7 \$0.0452 7 \$0.0470 7 \$0.0388
MONTH OCT 87 NOV 87 DEC 87 JAN 88 FEB 88 MAR 88 APR 88 MAY 88 JUN 88	8, 205, 600 8, 924, 800 8, 053, 600 9, 148, 000 9, 744, 800 8, 316, 800 8, 055, 200 7, 376, 100	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	\$205,140.00 \$223,120.00 \$223,120.00 \$201,340.00 \$228,700.00 \$243,620.00 \$207,920.00 \$201,380.00 \$184,402.50 \$295,320.00	15,000 15,800 16,600 17,400 17,400 16,200 15,800 28,800	PAYING ON 	SET	\$5.960 \$5.960 \$5.960 \$6.185 \$6.185 \$6.185 \$6.185	#I48, 469. 56 \$148, 469. 56 \$148, 469. 56 \$148, 469. 56 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47 \$162, 597. 47	\$353,609.56 \$371,589.5 \$371,589.5 \$349,809.5 \$391,297.4 \$406,217.4 \$370,517.4 \$363,977.4 \$346,999.9 \$457,917.4 \$508,457.4	COST PER KWH (USE & KWD) 5 \$0.0431 6 \$0.0416 6 \$0.0434 7 \$0.0428 7 \$0.0417 7 \$0.0446 7 \$0.0452 7 \$0.0470 7 \$0.0368 7 \$0.0368
MONTH OCT 87 NOV 87 DEC 87 JAN 88 FEB 88 MAR 88 APR 88 APR 88 JUN 88 JUL 88	8, 205, 600 8, 924, 800 8, 053, 600 9, 148, 000 9, 744, 800 8, 316, 800 8, 055, 200 7, 376, 100 11, 812, 800 13, 834, 400	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	\$205,140.00 \$205,140.00 \$223,120.00 \$201,340.00 \$228,700.00 \$243,620.00 \$207,920.00 \$201,380.00 \$184,402.50 \$295,320.00	15,000 15,800 16,600 17,400 16,000 16,200 15,800 28,800 29,000	24, 911 24, 911 24, 911 26, 281 26, 281 26, 281 26, 281 26, 281 26, 281 26, 281	SET	\$5.960 \$5.960 \$5.960 \$6.185 \$6.185 \$6.185 \$6.185 \$6.185	#IA8, 469. 56 \$148, 469. 56 \$148, 469. 56 \$148, 469. 56 \$162, 597. 47 \$162, 597. 47	\$353,609.50 \$371,589.50 \$371,589.50 \$349,809.50 \$391,297.40 \$406,217.40 \$370,517.40 \$363,977.40 \$346,999.90 \$457,917.40 \$508,457.40 \$554,737.40	COST PER KWH (USE & KWD) 5 \$0.0431 6 \$0.0416 6 \$0.0434 7 \$0.0428 7 \$0.0417 7 \$0.0446 7 \$0.0452 7 \$0.0470 7 \$0.0368 7 \$0.0354
MONTH OCT 87 NOV 87 DEC 87 JAN 88 FEB 88 MAR 88 APR 88 MAY 88 JUN 88	8, 205, 600 8, 924, 800 8, 053, 600 9, 148, 000 9, 744, 800 8, 316, 800 8, 055, 200 7, 376, 100	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	\$205,140.00 \$223,120.00 \$223,120.00 \$201,340.00 \$228,700.00 \$243,620.00 \$207,920.00 \$201,380.00 \$184,402.50 \$295,320.00	15,000 15,800 16,600 17,400 17,400 16,000 16,200 15,800 28,800 29,000	24, 911 24, 911 24, 911 24, 911 26, 281 26, 281 26, 281 26, 28 26, 28 26, 28	SET	\$5.960 \$5.960 \$5.960 \$6.185 \$6.185 \$6.185 \$6.185 \$6.185 \$6.185	#INTHLY DEMAND CHARGE	\$353,609.50 \$371,589.50 \$371,589.50 \$349,809.50 \$391,297.40 \$406,217.40 \$370,517.40 \$363,977.40 \$346,999.90 \$457,917.40 \$508,457.40 \$554,737.40	COST PER KWH (USE & KWD) 5 \$0.0431 6 \$0.0416 6 \$0.0434 7 \$0.0428 7 \$0.0417 7 \$0.0446 7 \$0.0452 7 \$0.0470 7 \$0.0368 7 \$0.0354

ATTACHMENT 1

FY89 MONTH	KWH USAGE	UNIT COST	MONTHLY USAGE CHARGE	MONTHLY KWD	KWD PAYING ON	DEMAND SET	UNIT COST	MONTHLY DEMAND CHARGE	TOTAL MONTHLY COST	AVERAGE COST PER KWH (USE & KWD)
OCT 88 NOV 88 DEC 88 JAN 89 FEB 89 MAR 89 APR 89 JUN 89 JUL 89 AUG 89 SEP 89	7,843,200 9,210,400 9,021,600 9,550,400 9,047,200 9,397,600	\$0.0250 \$0.0250 \$0.0250 \$0.0250 \$0.0250	\$195,080.00 \$230,260.00 \$225,540.00 \$238,750.00 \$226,180.00 \$234,940.00	16, 400 15, 800 16, 600 16, 200 17, 500 15, 500	25,289 28,439 28,439	JAN 88 JAN 88 JAN 89 JAN 89 JAN 89	\$6.185 \$6.185 \$6.185 \$6.185 \$6.185	\$162,597.47 \$162,597.47 \$162,597.47 \$175,895.22 \$175,895.22 \$175,895.22	\$358,677.47 \$392,857.47 \$388,137.47 \$414,655.22 \$402,075.22 \$410,835.22	\$0.0427 \$0.0430 \$0.0434 \$0.0444 \$0.0437
TOTALS	54,070,400		\$1,351,760.00	ı				\$1,015,478.04	\$2,367,238.0	7 \$0.0438

The contractor shall supply electrical energy at the existing three substations, identified as Fort Leonard Wood #1, #2 and #3. The supply voltage shall be at a nominal voltage of 12,470 volts, this voltage shall be constant and be controlled by the use of thirty two step regulators with a maximum range of plus or minus 10%. Each station shall be equipped with a minimum of two transformers, with a minimum total capacity of 15,000 KVA. The minimum transformer size shall be 7,500 KVA at 55 degrees Celsius rise, with OA cooling. The transformers shall be capable of operation in either a parallel or independent mode and shall be separable by the use of a circuit breaker, of sufficient capacity to operate during normal or fault conditions. These circuit breakers and their associated switching equipment will mark the point of demarcation for the operation and maintenance of the substations for the Government and the contractor. The contractor shall be responsible for all construction, maintenance and operations for the system to include this equipment and all other equipment "upstream" from this point. The three substations are presently fed by a 'loop' system at a nominal voltage of 69,000 volts. The loop begins at a 69,000 volt circuit breaker at Substation #1 and progresses through the other two substations and returns to a second 69,000 volt circuit breaker at Substation #1. This system is to be supplemented within one year by a section of transmission line, to be installed and capable of being operated at 69,000 volts, from a point outside Substation #1, on the Fort Wood #1 to Dixon line, to a point on the line between the Fort Wood #1 to Fort Wood #2 line. This section is to be operated only in the event that the substation or lines at Substation #1 would be so incapacitated that operation at the other substations would be hampered. The entire 69,000 volt system that supplies energy to the Fort Leonard Wood Substations is the property of the contractor, however any modification of this system will be with the approval of the Government. A list of inventoried equipment that belongs to the contractor at this time is attached to this document. This property is to be maintained by the contractor to the highest industry standards for reliability. All other equipment not listed, that is Government property, will be maintained by the Government to these same standards.

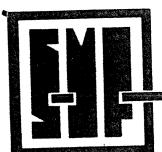
The metering of both energy demand and use shall be at one point. The communications from substations shall be over telephone lines owned and maintained by the government. The peak demand will be measured on a coincidental basis. Reactive power measurement will be done on a test basis and shall not enter into the billing process.

The maintenance of the substation buildings and the preventative application of herbicides to the grounds will be at the contractors expense. Any exterior modifications will be with the approval of the Government.

The operation of the substations will be on a mutually beneficial basis and any modifications to the operations pertaining to

voltage supplied, dispatching functions or current operating methods will not constitute a breech of this contract nor will it be cause for modification. The Government recognizes the interdependent nature of the power supply system and realizes that at such time as the Fort Leonard Wood electrical distribution system causes a liability to the contractors overall system, it will be necessary to suspend the supply of energy until the conditions that caused the liability are corrected.

Substation #5 will be constructed in the northwest corner of the Fort. It will consist of one tramsformer with a minimum capacity of 7,500 KVA at 55 degrees Celcius rise with OA cooling, a circuit breaker of the 15,000 volt class and a metering system. The metering system will be of the same design as used in the other three substations. The metering of energy demand will be in conjunction with the other substations and will be interconnected by telephone lines supplied and maintained by the Government and routed to a single metering device. The circuit breaker supplied by the contractor will have switches capable of bypassing its function and the maintenance for this breaker and all equipment "upstream" from this point shall be the contractors responsibility for operation and maintenance, in accordance with the provisions setforth at the other substations.



SHO-ME POWER CORPORATION

MARSHFIELD, MISSOURI 65706

(417) 468-2615

JOHN K. DAVIS General Manager

FAX (417) 468-2611

April 21, 1989

Attention: Ron Pemberton
Department of the Army
Energy Management Office
Engineering & Housing, Building 2200
Fort Leonard Wood, Missouri 65473

Dear Mr. Pemberton:

Thank you for your patience at our meeting last Wednesday. As requested, please find enclosed a listing of equipment located within Ft. Leonard Wood, installed, owned and maintained by Sho-Me Power Corporation, existing for the express purpose of providing wholesale electric service to Ft. Leonard Wood.

I have broken apart the equipment in the following manner:

Name of Substation
Number of Transformers, by Type
"High Side" Equipment
"Low Side" Equipment
Non-Specific Equipment and
for transmission lines:

Description by Termination Points
Voltage and Approximate Mileage

You will notice that for Ft. Wood # 1 we have not included any "High Side" equipment, as that equipment is not dedicated for the Fort's sole use; i.e., it also serves as the "Low Side" for our Ft. Wood # 4 substation.

Please call if any clarification is required.

Sincerely yours, SHO-ME POWER CORPORATION

John Richards, Manager Finance & Accounting

JR:rg

ATTACHMENT 3

FORT WOOD # 1 SUBSTATION

TRANSFORMERS:

Two (2) 69/13/2 KV Units, both rated at 7,500 KVA

LOW SIDE EQUIPMENT:

- 1 Lot of Steel Framework
- 3 Potential Transformers
- 3 Current Transformers
- 2 Main Breakers
- 1 Tie Breaker

Enclosed Switchgear

NON-SPECIFIC EQUIPMENT:

- 1 Battery Charger and Pack with Rack
- 1 Lot of Metering Equipment
- 1 Lot of Communications Equipment
- 1 12' X 21' Metal Building

FORT WOOD # 2 SUBSTATION

TRANSFORMERS:

Two (2) 69/13/2 KV Units, both rated at 7,500 KVA

HIGH SIDE EQUIPMENT:

- 1 Lot of Steel Framework, Support Stands and Pedestals
- 3 Airbreak Switches
- 1 Lot of Bus Tubing and Conductor
- 2 Motor Operators

LOW SIDE EQUIPMENT:

- 1 Lot of Steel Framework
- 2 Oil Circuit Breakers
- 3 By-Pass Switches
- 6 Hook Disconnect Switches
- 1 Meter Unit
- 1 Recloser

NON-SPECIFIC EQUIPMENT:

- 1 Battery Charger and Pack with Rack
- 1 Lot of Metering Equipment
- 1 Lot of Communications Equipment
- 1 16' X 16' X 10' Control Building
- 1 Lot of Station Grounding
- 1 Lot of Station Cabling and Conduit
- 1 Lot of Station Footings and Pads

FT. WOOD # 3 SUBSTATION

TRANSFORMERS:

Two (2) 69/13.2 KV Units, both rated at 7,500 KVA

HIGH SIDE EQUIPMENT:

- 1 Lot of Steel Framework, Support Stands and Pedestals
- 3 Airbreak Switches
- 6 Hook Disconnect Switches
- 1 Lot of Bus Tubing and Conductor
- 2 Motor Operators

LOW SIDE EQUIPMENT:

- 1 Lot of Steel Framework
- 2 Oil Circuit Breakers
- 3 By-Pass Switches
- 6 Hook Disconnect Switches
- 1 Meter Unit
- 3 Potential Transformers
- 3 Current Transformers

NON-SPECIFIC EQUIPMENT:

- 1 Battery Charger and Pack with Rack
- 1 Lot of Metering Equipment
- 1 Lot of Communications Equipment
- 1 16' X 16' X 10' Control Building
- 1 Lot of Station Grounding
- 1 Lot of Station Cabling and Conduit
- 1 Lot of Station Footings and Pads

TRANSMISSION LINES

- FT. WOOD # 1 to FT. WOOD # 2 1.54 Miles of 69 KV
- FT. WOOD # 2 to FT. WOOD # 3 3.63 Miles of 69 KV
- FT. WOOD # 1 to FT. WOOD # 3
 4.41 Miles of 69 KV